



**Special Meeting of the Wyoming Business Council Board of Directors**  
*Leading Economic Growth | Building Resilient Communities | Creating Opportunities*

**Virtual Attendance Option**

Join the Zoom webinar at: <https://us02web.zoom.us/j/295704768>

-OR-

**Join by phone** at 1-669-900-6833, enter the 9-digit Meeting ID 295-704-768 (no PIN is required, please press # when prompted); if joining by phone please note your ability to interact with the panelists may be limited due to system limitations.

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*WPMA Notice: This Special Meeting of the Wyoming Business Council Board of Directors is called for the consideration of time-sensitive broadband topics, a graphic design and content creation support contract, a contract amendment with an existing loan servicer, and a business 50/50 loan. No other business will be discussed at this meeting*

**Wednesday, July 31, 2024**

**11:00 a.m. Convene Public Meeting – Co-Chair Erick Arens**

- Pledge of Allegiance
- Welcome and Roll Call of Board Members

**11:05 a.m. Services Standing Committee – Committee Chair Pam Thayer (Page 5)**

- **ARPA Capital Project Fund (CPF) Update and Related Topics** - Services Director Brandon Marshall
  - **Contracts to award remaining ARPA CPF Funds**
    - **Visionary Communications, LLC** – Cheyenne Ranchettes – 10Gbps fiber to the home connections – 330 locations (247 Unserved, 83 Underserved) - \$1,253,837.61
    - **Mountain West Technologies Corporation.** - Northwest Casper – fiber loop with full redundancy from airport, back to Mills and City of Casper in industrial corridor. - 98 Locations (97 Unserved, 1 Underserved) - \$932,761.59
    - **ACTION ITEM:** Consideration of acceptance of staff recommendation.



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- **Contract with CTC for ARPA Capital Project Fund (CPF) Monitoring, Reporting and Compliance**
  - **ACTION ITEM:** Consideration of acceptance of staff recommendation.
  
- **Contract with Lightbox Parent, L.P. for mapping services, with new addition of expanding mapping fabric availability to up to ten Wyoming agencies - Services Director Brandon Marshall**
  - **ACTION ITEM:** Consideration of acceptance of staff recommendation.

### **12:00 p.m. Strategy Standing Committee – Committee Chair, Derek Smith (Page 82)**

- **Contract with Warehouse Twenty One, Inc. for Graphic Design and Content Creation Support - Chief Strategy Officer Sarah Fitz-Gerald & Strategic Communications Amy Quick**
  - **ACTION ITEM:** Consideration of acceptance of staff recommendation.

### **12:15 p.m. Investments Standing Committee – Committee Chair Mark Law (Page 93)**

- **Contract Amendment with Markee Escrow Services, Inc. - Loan Portfolio Manager John Wendling**
  - **ACTION ITEM:** Consideration of acceptance of staff recommendation.
  
- **BH, Inc. dba Britz & Company Business 50/50 Loan – Loan Portfolio Manager John Wendling**
  - **ACTION ITEM:** Consideration of acceptance of staff recommendation.

### **12:30 p.m. Other Board Matters and Adjournment**

- **Standing Committees will meet this quarter during the week of August 27, 2024 (invites via Google Calendar):**
  - **Operations Standing Committee - Tuesday, August 27, 2024 @ 10 a.m.**
  - **Strategy Execution Standing Committee - Tuesday, August 27, 2024 @ 2 p.m.**
  - **Investments Standing Committee - Wednesday, August 28, 2024 @ 10 a.m.**
  - **Services Standing Committee - Thursday, August 29, 2024 @ 10 a.m.**



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- **Next Regular Meetings of this Board:**
  - September 10-11, 2024 –Laramie
  - December 1, 2024 – Virtual
  - February 25-26, 2025 – Cheyenne
  - May, 2025 - TBD



# SERVICES COMMITTEE REPORT

**CONTRACT BETWEEN  
WYOMING BUSINESS COUNCIL  
AND  
VISIONARY COMMUNICATIONS LLC**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 West 15<sup>th</sup> Street, Cheyenne, Wyoming 82002, and Visionary Communications LLC (Subrecipient), whose address is: 1001 S Douglas Hwy, Gillette, WY 82718.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Council shall provide federal American Rescue Plan Act (ARPA), Capital Projects Fund (CFDA 21.029) funds to the Subrecipient for the completion of the broadband project outlined in Attachment A, Cheyenne Ranchettes Addendum, and Attachment B, Cheyenne Ranchettes Service Area, which are both attached to and incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through December 31, 2025 (ARPA deadline). All projects funded by this program must be completed during this term.
4. **Payment.**
  - A. The Council agrees to pay the Subrecipient for the services described in Attachment A. Eligible material purchased prior to contract date, and after March 11, 2021, utilized by sub-grantee to complete the approved project can be submitted for reimbursement at the item's original purchase price and must include the supplier invoice from the time of purchase. Total payment under this Contract shall not exceed one million two hundred fifty-three thousand, eight hundred thirty seven dollars and sixty-one cents (\$1,253,837.61). The Connect Wyoming CPF Program will provide structured reimbursements for validated grant expenditures submitted. Subrecipients are expected to submit supporting documentation for expenditures (i.e., invoices, receipts, etc.) and proof of payment if requested. Subrecipients must submit all required legal and contractual agreements/documents prior to funds disbursement. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
  - B. No payment shall be made for work performed before the Effective Date of this Contract, notwithstanding any material purchased prior to the contract date utilized by the sub-grantee to complete the approved project i.e. fiber, conduit, housings, and vaults, meeting current standards, can be submitted for reimbursement at the items original purchase price and must include the supplier invoice from the time of purchase. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may

be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Council. If the Subrecipient does not perform duties outlined in this Contract to the satisfaction of the Council, repayment may be required. Additionally, the Council may, at its discretion, require repayment if the Subrecipient fails to deliver the project or speeds or other requirements that are specified in this Contract's Attachment A (Addendum).

- C. Subrecipient may submit payment requests at the following milestones:
- (i) Final Design and all permits obtained-Reimbursement allowed for engineering and permit costs once final design and permits are obtained. At this time a twenty (20) percent advance of the total project cost can be requested.
  - (ii) Project Material Reimbursement-Reimbursement for allowed materials purchased specific to individual project.
  - (iii) Final Construction-all placing costs associated with placement of infrastructure.
  - (iv) Final payment upon report of all data required by the State and US Treasury and the system is operational and verified that it met the requirements of the contract.
- D. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

5. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

- A. Provide all goods and/or services necessary for completion of the broadband project described in Attachment A and Attachment B.
- B. Obtain all appropriate licenses and/or permits from the appropriate entity or entities for all projects performed in a public right of way. Subrecipient agrees to abide by all requirements set forth in the licenses and/or permits.
- C. Maintain any Broadband Infrastructure constructed through funds provided under this program at the applicant's own expense for a 15-year period for Fixed Wireless and a 20-year period for fiber, which will allow for replacement of end of life, obsolete or non-functioning equipment so that the speeds are at or above those committed to in the award, are continued, and reliable service is provided for the period stated. Any successive owner(s) are required to comply for the remaining period.

- D. Submit requests for Eligible Costs only and to acknowledge that Eligible and Ineligible Costs are as defined:

Eligible Costs, which include but are not limited to:

- (i) Construction and materials;
- (ii) New and rehabilitated construction contracts;
- (iii) Architect and engineering services and legal professional services, if required by the project;
- (v) Permitting fees;
- (vi) Acquisition of broadband infrastructure equipment
- (vii) Construction and installation of infrastructure equipment, to include direct labor costs; and
- (viii) Other expenses deemed eligible under the US Department of Treasury Capital Funds Project.

Ineligible Costs are as follows:

- (i) General broadband planning not associated with the project;
- (ii) Ongoing overhead, operating costs, or staff costs to include bonuses of any kind;
- (iii) Political activities or lobbying.

6. **Responsibilities of Council.** The Council agrees to:

- A. Pay Subrecipient in accordance with Section 4 above.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Council shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175,

this Contract may be terminated without penalty if a private entity that receives funds under this Contract:

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

**D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Council may, at its discretion, terminate this Contract without liability to Council, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

**E. Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

Subrecipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to the Council before commencement of the work.

**F. Monitoring Activities.** The Council, as well as the Governor of the State of Wyoming and any designee of the Governor, shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

**G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of



1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Council as the sponsoring agency and shall not be released without prior written approval of Council.
- J. Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Council by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; the federal American Rescue Plan Act; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Council.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Council reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract.

Subrecipient must consult with Council regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Council and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Council's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest-bearing account without prior approval of Council. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Council.

**8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Council.
- D. Audit and Access to Records.** The Council and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall

immediately, upon receiving written instruction from the Council, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Council.

- E. Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Council may award supplemental or successor contracts for work related to this Contract or may award contracts to other subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Council in all such cases.
- G. Certificate of Good Standing.** The Subrecipient shall provide to the Council a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- (i)** Subrecipient agrees to comply with the CPF Statute and the Guidance. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations, and Subrecipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- (ii)** Federal regulations applicable to this award include, without limitation, the following:
- (a)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than

such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (f) New Restrictions on Lobbying, 31 C.F.R. Part 21.

**I. Conflict of Interest.** Conflict of Interest. Subrecipient agrees that it will maintain in effect a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this award. Sub-subrecipient and subrecipients shall disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**J. Protections for Whistleblowers.**

- (i) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- (ii) The list of persons and entities referenced in the paragraph above includes the following:
- (a) A member of Congress or a representative of a committee of Congress;
  - (b) An Inspector General;
  - (c) The Government Accountability Office;
  - (d) A Treasury employee responsible for contract or grant oversight or management;
  - (e) An authorized official of the Department of Justice or other law enforcement agency;
  - (f) A court or grand jury; and/or
  - (g) A management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - (h) Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**K. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Council for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Council within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Council.

**L. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. § 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**M. Domestic Preferences in Procurement.** Agency and subrecipient shall provide a preference for the procurement or use of goods, products, or materials produced in the United States as described in 2.C.F.R § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers

(January 25, 2021).

- N. Federal Interest and Insurance.** Subrecipient agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using award funds will be used for the purpose and in the manner described in the approved Grant Plan or Program Plan, subject to the Guidance, the requirements of 2 C.F.R. § 200.310, Insurance, 2 C.F.R. § 200.311, Real Property, 2 C.F.R. § 200.313, Equipment, 2 C.F.R. § 200.314 Supplies, 2 C.F.R. § 200.315, Intangible Property, as applicable, and any other condition to approving Agency's Application.
- O. Entirety of Contract.** This Contract, consisting of seventeen (17) pages; Attachment A, Cheyenne Ranchettes Addendum, consisting of one (1) page; and Attachment B, Cheyenne Ranchettes Service Area, provided in Excel format, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- P. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- Q. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- R. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- S. Indemnification.** The Subrecipient shall release, indemnify, and hold harmless the State, the Council, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Subrecipient's failure to perform any of Subrecipient's duties and obligations hereunder or in connection with the negligent performance of Subrecipient's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Subrecipient's negligence or other tortious conduct.
- T. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee

of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Council or to incur any obligation of any kind on behalf of the State of Wyoming or the Council. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.

- U. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- V. **Notice of Sale or Transfer.** The Subrecipient shall provide the Council with notice of any sale, transfer, merger, or consolidation of the assets of the Subrecipient. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Council determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Subrecipient's obligations under this Contract, then the Council may, at its discretion, terminate or renegotiate the Contract.
- W. **Ownership and Return of Documents and Information.** Council is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Council in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Council's verified receipt of such information, Subrecipient agrees to physically and electronically destroy any residual Council-owned data, regardless of format, and any other storage media or areas containing such information. Subrecipient agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- X. **Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its subcontractors will violate any such restriction. The

Subrecipient shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

**Y. Prior Approval.** This Contract shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**Z. Insurance Requirements.**

- (i) During the term of this Contract, the Subrecipient shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Subrecipient shall provide Certificates of Insurance to the Council verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Council. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Council may, at the Council’s option, obtain and maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient, or subcontractor, as the Council may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Council reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

**AA. Insurance Coverage.** The Subrecipient shall obtain and maintain the following



insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
  - (a) \$1,000,000.00 each occurrence;
  - (b) \$1,000,000.00 personal injury and advertising injury;
  - (c) \$2,000,000.00 general aggregate; and
  - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (iii) Builder's Risk Insurance. Builder's all risk insurance, through a company lawfully authorized to do business in the State of Wyoming, protecting the interests of the Council and subrecipient s of all tiers against loss as specified below, through the date of Final Completion or until final payment has been made and no person or entity other than the Owner has an insurable interest in the property:
  - (a) The policy shall be in the amount of the initial Contract Sum, plus the value of subsequent contract modifications and costs of material supplied or installed by others, and shall at all times provide coverage for 100% of the insurable value of the Work, including Subrecipient's change orders and any Council furnished work. The policy shall include replacement cost coverage for all real and personal property incorporated into the Work, including engineered and Project specific false works and formings, while at the Project Site, off-site, or in transit. Coverage shall be extended to include increased construction cost, soft costs (such as reasonable compensation for Design Professional, Council, and Subrecipient s' services and expenses required as a result of an insured loss, excluding any Liquidated Damages), extra expense, and expediting expense.

- (b) The policy shall insure against “all risks” and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, subsidence or earth movement, windstorm, flood, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and ensuing damage as a result of faulty workmanship or material or both.
- (c) The policy shall name the State of Wyoming and Council as loss payee for all covered losses as their interests may appear.
- (d) The policy shall be endorsed waiving the insurer’s right of recovery under subrogation against the Council, Subrecipient and Subcontractors, for losses covered under the Builder’s Risk policy. The Subrecipient shall be responsible for the deductible on each loss and shall retain responsibility for any loss not covered by the Builder’s Risk policy. Unless otherwise agreed, all monies received due to a covered loss shall be first applied to rebuilding or repairing the destroyed or injured Work.
- (e) The Subrecipient shall be solely responsible for any required notice to or consent of the insurer providing the Builder’s Risk coverage regarding a) a covered event or occurrence and b) occupancy of the Work, or a portion thereof, by the Council.
- (f) The policy shall not cover any Subrecipient’s equipment, including, but not limited to, machinery, tools, equipment, or other personal property owned, rented, or used by the Subrecipient or Subcontractors in the performance of their work on the Work, which will not become a part of the Work to be accepted by the Council.
- (iv) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Subrecipient’s alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

  - (a) \$1,000,000.00 each occurrence; and
  - (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

- BB. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- CC. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- DD. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- EE. Termination of Contract.** This Contract may be terminated, without cause, by the Council upon thirty (30) days written notice. This Contract may be terminated by the Council immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract.

If at any time during the performance of this Contract, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Contract, then, at the discretion of the Council and after written notice to the Subrecipient, the Council may terminate this Contract or any part of it.

- FF. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- GG. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- HH. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- II. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- JJ. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subrecipient of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

**COUNCIL:**

Wyoming Business Council

\_\_\_\_\_  
Amy L. Grenfell, Chief Operating Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brandon Marshall, Services Division Director

\_\_\_\_\_  
Date

**SUBRECIPIENT:**

Visionary Communications LLC

\_\_\_\_\_  
Brian Worthen, President & Chief Executive Officer

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Madison Barber, Assistant Attorney General

\_\_\_\_\_  
Date

Attachment A to the Contract Between the  
Wyoming Business Council  
and

Visionary Communications LLC

Subgrantee Name	Visionary Communications LLC
Project Location	Cheyenne Ranchettes
Project Description	Visionary's project would allow outlying to enjoy the same robust broadband service enjoyed within the City of Cheyenne. Hundreds of unserved homes in the Ranchettes and surrounding areas would benefit from 10Gbps fiber-to-the home connections. Expanding broadband access through Visionary's proposed project will enable online education, telemedicine and remote work for Cheyenne-area residents and businesses. Visionary's project fulfills Connect Wyoming's goal of facilitating broadband access to unserved and underserved areas across the state. If funding is approved, each location will be provided with an end-to-end fiber solution capable of 10Gbps download and 10Gbps upload, and the network can easily be scaled to provide future symmetrical broadband service to accommodate most any residential, commercial, or community anchor need.
Total Project Cost	\$ 1,817,155.96
Subgrantee Match	\$ 563,318.35
Grant Amount	\$ 1,253,837.61
Number of Locations Served	330
Unserved	247
Underserved	83
Project Completion Date Commitment by Subgrantee	12/31/2025

## Attachment B Cheyenne Ranchettes

Grant Zone	FullAddr	Srvcablity	County	LandUse	Name of Bi Classifica	Address	City	State	Zipcode
Cheyenne Ranchettes	6016 IRON MOUNTAIN RD CHEYENNE WY 82009-9604	Unservd	Laramie	Business		6016 IRON MOUNTAIN RD	CHEYENNE	WY	82009-9604
Cheyenne Ranchettes	11119 EMPIRE DR CHEYENNE WY 82009-9617	Unservd	Laramie	Business		11119 EMPIRE DR	CHEYENNE	WY	82009-9617
Cheyenne Ranchettes	1825 BREEZY WAY CHEYENNE WY 82009-9806	Unservd	Laramie	Residential-Vacant Land		1825 BREEZY WAY	CHEYENNE	WY	82009-9806
Cheyenne Ranchettes	2430 ROAD 218 CHEYENNE WY 82009-9149	Underserved	Laramie	Residential-Vacant Land		2430 ROAD 218	CHEYENNE	WY	82009-9149
Cheyenne Ranchettes	1906 ROAD 124 CHEYENNE WY 82009-9182	Underserved	Laramie	Rural/Agricultural Residence		1906 ROAD 124	CHEYENNE	WY	82009-9182
Cheyenne Ranchettes	1825 ROAD 124 CHEYENNE WY 82009-9134	Underserved	Laramie	Rural/Agricultural Residence		1825 ROAD 124	CHEYENNE	WY	82009-9134
Cheyenne Ranchettes	11906 GERONIMO RD CHEYENNE WY 82009-9603	Unservd	Laramie	Single Family Residential		11906 GERONIMO RD	CHEYENNE	WY	82009-9603
Cheyenne Ranchettes	12106 CHIEF TWOMOON RD CHEYENNE WY 82009-9600	Unservd	Laramie	Single Family Residential		12106 CHIEF TWOMOON RD	CHEYENNE	WY	82009-9600
Cheyenne Ranchettes	3112 COCHISE RD CHEYENNE WY 82009-9686	Unservd	Laramie	Single Family Residential		3112 COCHISE RD	CHEYENNE	WY	82009-9686
Cheyenne Ranchettes	11112 EMPIRE DR CHEYENNE WY 82009-9617	Unservd	Laramie	Single Family Residential		11112 EMPIRE DR	CHEYENNE	WY	82009-9617
Cheyenne Ranchettes	11303 YELLOW BEAR RD CHEYENNE WY 82009-8986	Unservd	Laramie	Single Family Residential		11303 YELLOW BEAR RD	CHEYENNE	WY	82009-8986
Cheyenne Ranchettes	411 STAR VALLEY DR CHEYENNE WY 82009-8554	Unservd	Laramie	Single Family Residential		411 STAR VALLEY DR	CHEYENNE	WY	82009-8554
Cheyenne Ranchettes	3132 SITTING BULL RD CHEYENNE WY 82009-9619	Unservd	Laramie	Single Family Residential		3132 SITTING BULL RD	CHEYENNE	WY	82009-9619
Cheyenne Ranchettes	11807 EMPIRE DR CHEYENNE WY 82009-9616	Unservd	Laramie	Single Family Residential		11807 EMPIRE DR	CHEYENNE	WY	82009-9616
Cheyenne Ranchettes	1627 STARFIRE CT CHEYENNE WY 82009-9743	Unservd	Laramie	Single Family Residential		1627 STARFIRE CT	CHEYENNE	WY	82009-9743
Cheyenne Ranchettes	2606 SITTING BULL RD CHEYENNE WY 82009-9622	Unservd	Laramie	Single Family Residential		2606 SITTING BULL RD	CHEYENNE	WY	82009-9622
Cheyenne Ranchettes	2520 SITTING BULL RD CHEYENNE WY 82009-9623	Unservd	Laramie	Single Family Residential		2520 SITTING BULL RD	CHEYENNE	WY	82009-9623
Cheyenne Ranchettes	11245 COONROD RD CHEYENNE WY 82009-8517	Unservd	Laramie	Single Family Residential		11245 COONROD RD	CHEYENNE	WY	82009-8517
Cheyenne Ranchettes	2500 FALLING STAR LOOP CHEYENNE WY 82009-9659	Unservd	Laramie	Single Family Residential		2500 FALLING STAR LOOP	CHEYENNE	WY	82009-9659
Cheyenne Ranchettes	2521 MOONLIGHT CT CHEYENNE WY 82009-8577	Unservd	Laramie	Single Family Residential		2521 MOONLIGHT CT	CHEYENNE	WY	82009-8577
Cheyenne Ranchettes	2500 MOONLIGHT CT CHEYENNE WY 82009-8572	Unservd	Laramie	Single Family Residential		2500 MOONLIGHT CT	CHEYENNE	WY	82009-8572
Cheyenne Ranchettes	6208 IRON MOUNTAIN RD CHEYENNE WY 82009-9749	Unservd	Laramie	Single Family Residential		6208 IRON MOUNTAIN RD	CHEYENNE	WY	82009-9749
Cheyenne Ranchettes	2607 SITTING BULL RD CHEYENNE WY 82009-9621	Unservd	Laramie	Single Family Residential		2607 SITTING BULL RD	CHEYENNE	WY	82009-9621
Cheyenne Ranchettes	12001 WHITE EAGLE RD CHEYENNE WY 82009-9634	Unservd	Laramie	Single Family Residential		12001 WHITE EAGLE RD	CHEYENNE	WY	82009-9634
Cheyenne Ranchettes	2509 MOONLIGHT CT CHEYENNE WY 82009-8577	Unservd	Laramie	Single Family Residential		2509 MOONLIGHT CT	CHEYENNE	WY	82009-8577
Cheyenne Ranchettes	11119 BELMONT AVE CHEYENNE WY 82009-8983	Unservd	Laramie	Single Family Residential		11119 BELMONT AVE	CHEYENNE	WY	82009-8983
Cheyenne Ranchettes	1683 MORNINGSTAR RD CHEYENNE WY 82009-8562	Unservd	Laramie	Single Family Residential		1683 MORNINGSTAR RD	CHEYENNE	WY	82009-8562
Cheyenne Ranchettes	11509 YELLOW BEAR RD CHEYENNE WY 82009-8987	Unservd	Laramie	Single Family Residential		11509 YELLOW BEAR RD	CHEYENNE	WY	82009-8987
Cheyenne Ranchettes	11800 LITTLE HORSE RD CHEYENNE WY 82009-8990	Unservd	Laramie	Single Family Residential		11800 LITTLE HORSE RD	CHEYENNE	WY	82009-8990
Cheyenne Ranchettes	12202 BELMONT AVE CHEYENNE WY 82009-9656	Unservd	Laramie	Single Family Residential		12202 BELMONT AVE	CHEYENNE	WY	82009-9656
Cheyenne Ranchettes	12009 POWDERHOUSE RD CHEYENNE WY 82009-9671	Unservd	Laramie	Single Family Residential		12009 POWDERHOUSE RD	CHEYENNE	WY	82009-9671
Cheyenne Ranchettes	11030 COONROD RD CHEYENNE WY 82009-9221	Unservd	Laramie	Single Family Residential		11030 COONROD RD	CHEYENNE	WY	82009-9221
Cheyenne Ranchettes	5218 IRON MOUNTAIN RD CHEYENNE WY 82009-8979	Unservd	Laramie	Single Family Residential		5218 IRON MOUNTAIN RD	CHEYENNE	WY	82009-8979
Cheyenne Ranchettes	2531 CRAZY HORSE RD CHEYENNE WY 82009-9681	Unservd	Laramie	Single Family Residential		2531 CRAZY HORSE RD	CHEYENNE	WY	82009-9681
Cheyenne Ranchettes	1691 MORNINGSTAR RD CHEYENNE WY 82009-8562	Unservd	Laramie	Single Family Residential		1691 MORNINGSTAR RD	CHEYENNE	WY	82009-8562
Cheyenne Ranchettes	2903 CRAZY HORSE RD CHEYENNE WY 82009-9672	Unservd	Laramie	Single Family Residential		2903 CRAZY HORSE RD	CHEYENNE	WY	82009-9672
Cheyenne Ranchettes	2512 STARLIGHT CT CHEYENNE WY 82009-9746	Unservd	Laramie	Single Family Residential		2512 STARLIGHT CT	CHEYENNE	WY	82009-9746
Cheyenne Ranchettes	2584 FALLING STAR LOOP CHEYENNE WY 82009-9659	Underserved	Laramie	Single Family Residential		2584 FALLING STAR LOOP	CHEYENNE	WY	82009-9659
Cheyenne Ranchettes	11812 YELLOW BEAR RD CHEYENNE WY 82009-9632	Unservd	Laramie	Single Family Residential		11812 YELLOW BEAR RD	CHEYENNE	WY	82009-9632
Cheyenne Ranchettes	11504 EMPIRE DR CHEYENNE WY 82009-9631	Unservd	Laramie	Single Family Residential		11504 EMPIRE DR	CHEYENNE	WY	82009-9631
Cheyenne Ranchettes	2590 RISING STAR CHEYENNE WY 82009-9754	Unservd	Laramie	Single Family Residential		2590 RISING STAR	CHEYENNE	WY	82009-9754
Cheyenne Ranchettes	11602 LITTLE HORSE RD CHEYENNE WY 82009-9602	Unservd	Laramie	Single Family Residential		11602 LITTLE HORSE RD	CHEYENNE	WY	82009-9602
Cheyenne Ranchettes	11957 CHIEF TWOMOON RD CHEYENNE WY 82009-9676	Unservd	Laramie	Single Family Residential		11957 CHIEF TWOMOON RD	CHEYENNE	WY	82009-9676
Cheyenne Ranchettes	3135 SITTING BULL RD CHEYENNE WY 82009-9618	Unservd	Laramie	Single Family Residential		3135 SITTING BULL RD	CHEYENNE	WY	82009-9618
Cheyenne Ranchettes	11254 TONTO RD CHEYENNE WY 82009-8627	Unservd	Laramie	Single Family Residential		11254 TONTO RD	CHEYENNE	WY	82009-8627
Cheyenne Ranchettes	11813 YELLOW BEAR RD CHEYENNE WY 82009-8987	Unservd	Laramie	Single Family Residential		11813 YELLOW BEAR RD	CHEYENNE	WY	82009-8987
Cheyenne Ranchettes	11225 WHITE EAGLE RD CHEYENNE WY 82009-9634	Unservd	Laramie	Single Family Residential		11225 WHITE EAGLE RD	CHEYENNE	WY	82009-9634
Cheyenne Ranchettes	12306 LITTLE HORSE RD CHEYENNE WY 82009-8991	Unservd	Laramie	Single Family Residential		12306 LITTLE HORSE RD	CHEYENNE	WY	82009-8991
Cheyenne Ranchettes	2918 SITTING BULL RD CHEYENNE WY 82009-8604	Unservd	Laramie	Single Family Residential		2918 SITTING BULL RD	CHEYENNE	WY	82009-8604
Cheyenne Ranchettes	11251 COONROD RD CHEYENNE WY 82009-8517	Unservd	Laramie	Single Family Residential		11251 COONROD RD	CHEYENNE	WY	82009-8517
Cheyenne Ranchettes	11912 BELMONT AVE CHEYENNE WY 82009-9657	Unservd	Laramie	Single Family Residential		11912 BELMONT AVE	CHEYENNE	WY	82009-9657
Cheyenne Ranchettes	2585 FALLING STAR LOOP CHEYENNE WY 82009-9660	Unservd	Laramie	Single Family Residential		2585 FALLING STAR LOOP	CHEYENNE	WY	82009-9660
Cheyenne Ranchettes	11607 POLARIS PT CHEYENNE WY 82009-8532	Unservd	Laramie	Single Family Residential		11607 POLARIS PT	CHEYENNE	WY	82009-8532
Cheyenne Ranchettes	2501 MOONLIGHT CT CHEYENNE WY 82009-8577	Unservd	Laramie	Single Family Residential		2501 MOONLIGHT CT	CHEYENNE	WY	82009-8577
Cheyenne Ranchettes	11503 WHITE EAGLE RD CHEYENNE WY 82009-9634	Unservd	Laramie	Single Family Residential		11503 WHITE EAGLE RD	CHEYENNE	WY	82009-9634
Cheyenne Ranchettes	5511 COCHISE RD CHEYENNE WY 82009-9655	Unservd	Laramie	Single Family Residential		5511 COCHISE RD	CHEYENNE	WY	82009-9655
Cheyenne Ranchettes	11324 BELMONT AVE CHEYENNE WY 82009-8984	Unservd	Laramie	Single Family Residential		11324 BELMONT AVE	CHEYENNE	WY	82009-8984
Cheyenne Ranchettes	1671 MORNINGSTAR RD CHEYENNE WY 82009-8562	Unservd	Laramie	Single Family Residential		1671 MORNINGSTAR RD	CHEYENNE	WY	82009-8562
Cheyenne Ranchettes	2523 STARLIGHT CT CHEYENNE WY 82009-9747	Unservd	Laramie	Single Family Residential		2523 STARLIGHT CT	CHEYENNE	WY	82009-9747
Cheyenne Ranchettes	2528 FALLING STAR LOOP CHEYENNE WY 82009-9659	Unservd	Laramie	Single Family Residential		2528 FALLING STAR LOOP	CHEYENNE	WY	82009-9659
Cheyenne Ranchettes	2544 MOONLIGHT CT CHEYENNE WY 82009-8572	Unservd	Laramie	Single Family Residential		2544 MOONLIGHT CT	CHEYENNE	WY	82009-8572
Cheyenne Ranchettes	11325 BELMONT AVE CHEYENNE WY 82009-8984	Unservd	Laramie	Single Family Residential		11325 BELMONT AVE	CHEYENNE	WY	82009-8984
Cheyenne Ranchettes	11609 CHIEF TWOMOON RD CHEYENNE WY 82009-9669	Unservd	Laramie	Single Family Residential		11609 CHIEF TWOMOON RD	CHEYENNE	WY	82009-9669
Cheyenne Ranchettes	12119 YELLOW BEAR RD CHEYENNE WY 82009-8989	Unservd	Laramie	Single Family Residential		12119 YELLOW BEAR RD	CHEYENNE	WY	82009-8989
Cheyenne Ranchettes	2475 STAR HILL CT CHEYENNE WY 82009-8561	Unservd	Laramie	Single Family Residential		2475 STAR HILL CT	CHEYENNE	WY	82009-8561
Cheyenne Ranchettes	1640 STARFIRE CT CHEYENNE WY 82009-9741	Unservd	Laramie	Single Family Residential		1640 STARFIRE CT	CHEYENNE	WY	82009-9741
Cheyenne Ranchettes	2578 FALLING STAR LOOP CHEYENNE WY 82009-9659	Unservd	Laramie	Single Family Residential		2578 FALLING STAR LOOP	CHEYENNE	WY	82009-9659
Cheyenne Ranchettes	1684 POLAR STAR CT CHEYENNE WY 82009-9745	Underserved	Laramie	Single Family Residential		1684 POLAR STAR CT	CHEYENNE	WY	82009-9745
Cheyenne Ranchettes	11905 YELLOW BEAR RD CHEYENNE WY 82009-8988	Unservd	Laramie	Single Family Residential		11905 YELLOW BEAR RD	CHEYENNE	WY	82009-8988
Cheyenne Ranchettes	11059 WHITE EAGLE RD CHEYENNE WY 82009-9634	Unservd	Laramie	Single Family Residential		11059 WHITE EAGLE RD	CHEYENNE	WY	82009-9634
Cheyenne Ranchettes	11512 TONTO RD CHEYENNE WY 82009-9675	Unservd	Laramie	Single Family Residential		11512 TONTO RD	CHEYENNE	WY	82009-9675
Cheyenne Ranchettes	5731 COCHISE RD CHEYENNE WY 82009-9655	Unservd	Laramie	Single Family Residential		5731 COCHISE RD	CHEYENNE	WY	82009-9655
Cheyenne Ranchettes	1639 STARFIRE CT CHEYENNE WY 82009-9743	Underserved	Laramie	Single Family Residential		1639 STARFIRE CT	CHEYENNE	WY	82009-9743
Cheyenne Ranchettes	11117 CHIEF TWOMOON RD CHEYENNE WY 82009-9664	Unservd	Laramie	Single Family Residential		11117 CHIEF TWOMOON RD	CHEYENNE	WY	82009-9664
Cheyenne Ranchettes	11265 COONROD RD CHEYENNE WY 82009-8517	Unservd	Laramie	Single Family Residential		11265 COONROD RD	CHEYENNE	WY	82009-8517
Cheyenne Ranchettes	2416 SITTING BULL RD CHEYENNE WY 82009-9623	Unservd	Laramie	Single Family Residential		2416 SITTING BULL RD	CHEYENNE	WY	82009-9623
Cheyenne Ranchettes	3020 IRON MOUNTAIN RD CHEYENNE WY 82009-9608	Unservd	Laramie	Single Family Residential		3020 IRON MOUNTAIN RD	CHEYENNE	WY	82009-9608
Cheyenne Ranchettes	11316 CHIEF TWOMOON RD CHEYENNE WY 82009-9669	Unservd	Laramie	Single Family Residential		11316 CHIEF TWOMOON RD	CHEYENNE	WY	82009-9669
Cheyenne Ranchettes	12311 EMPIRE DR CHEYENNE WY 82009-9615	Unservd	Laramie	Single Family Residential		12311 EMPIRE DR	CHEYENNE	WY	82009-9615
Cheyenne Ranchettes	2401 SITTING BULL RD CHEYENNE WY 82009-9635	Unservd	Laramie	Single Family Residential		2401 SITTING BULL RD	CHEYENNE	WY	82009-9635









## Attachment B Cheyenne Ranchettes

Cheyenne Ranchettes	2392 ROAD 217 CHEYENNE WY 82009	Unservd	Laramie	Misc Residential Improvement	2392 ROAD 217	CHEYENNE	WY	82009
Cheyenne Ranchettes	2355 ROAD 220 CHEYENNE WY 82009-4517	Unservd	Laramie	Misc Residential Improvement	2355 ROAD 220	CHEYENNE	WY	82009-4517
Cheyenne Ranchettes	2462 ROAD 218 CHEYENNE WY 82009-9149	Underserved	Laramie	Misc Residential Improvement	2462 ROAD 218	CHEYENNE	WY	82009-9149
Cheyenne Ranchettes	1801 LAGO DR CHEYENNE WY 82009	Unservd	Laramie	Misc Residential Improvement	1801 LAGO DR	CHEYENNE	WY	82009
Cheyenne Ranchettes	2329 COULTER DR CHEYENNE WY 82009	Unservd	Laramie	Misc Residential Improvement	2329 COULTER DR	CHEYENNE	WY	82009
Cheyenne Ranchettes	2371 COULTER DR CHEYENNE WY 82009-9143	Unservd	Laramie	Misc Residential Improvement	2371 COULTER DR	CHEYENNE	WY	82009-9143
Cheyenne Horse Creek Ro	1705 W Riding Club Road, CHEYENNE WY 82009	Unservd	Laramie	Industrial	1705 W Riding Club Rd	CHEYENNE	WY	82009

**CONTRACT BETWEEN  
WYOMING BUSINESS COUNCIL  
AND  
MOUNTAIN WEST TECHNOLOGIES CORPORATION**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 West 15<sup>th</sup> Street, Cheyenne, Wyoming 82002, and Mountain West Technologies Corporation (Subrecipient), whose address is: 1001 S Douglas Hwy, Gillette, WY 82718.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Council shall provide federal American Rescue Plan Act (ARPA), Capital Projects Fund (CFDA 21.029) funds to the Subrecipient for the completion of the broadband project outlined in Attachment A, Northwest Casper Addendum, and Attachment B, Northwest Casper Service Area, which are both attached to and incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through December 31, 2026 (ARPA deadline). All projects funded by this program must be completed during this term.
4. **Payment.**
  - A. The Council agrees to pay the Subrecipient for the services described in Attachment A. Eligible material purchased prior to contract date, and after March 11, 2021, utilized by sub-grantee to complete the approved project can be submitted for reimbursement at the item's original purchase price and must include the supplier invoice from the time of purchase. Total payment under this Contract shall not exceed nine hundred thirty-two thousand, seven hundred sixty-one dollars and fifty nine cents (\$932,761.59). The Connect Wyoming CPF Program will provide structured reimbursements for validated grant expenditures submitted. Subrecipients are expected to submit supporting documentation for expenditures (i.e., invoices, receipts, etc.) and proof of payment if requested. Subrecipients must submit all required legal and contractual agreements/documents prior to funds disbursement. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
  - B. No payment shall be made for work performed before the Effective Date of this Contract, notwithstanding any material purchased prior to the contract date utilized by the sub-grantee to complete the approved project i.e. fiber, conduit, housings, and vaults, meeting current standards, can be submitted for reimbursement at the items original purchase price and must include the supplier invoice from the time of purchase. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may

be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Council. If the Subrecipient does not perform duties outlined in this Contract to the satisfaction of the Council, repayment may be required. Additionally, the Council may, at its discretion, require repayment if the Subrecipient fails to deliver the project or speeds or other requirements that are specified in this Contract's Attachment A (Addendum).

- C. Subrecipient may submit payment requests at the following milestones:
- (i) Final Design and all permits obtained-Reimbursement allowed for engineering and permit costs once final design and permits are obtained. At this time a twenty (20) percent advance of the total project cost can be requested.
  - (ii) Project Material Reimbursement-Reimbursement for allowed materials purchased specific to individual project.
  - (iii) Final Construction-all placing costs associated with placement of infrastructure.
  - (iv) Final payment upon report of all data required by the State and US Treasury and the system is operational and verified that it met the requirements of the contract.
- D. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

5. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

- A. Provide all goods and/or services necessary for completion of the broadband project described in Attachment A and Attachment B.
- B. Obtain all appropriate licenses and/or permits from the appropriate entity or entities for all projects performed in a public right of way. Subrecipient agrees to abide by all requirements set forth in the licenses and/or permits.
- C. Maintain any Broadband Infrastructure constructed through funds provided under this program at the applicant's own expense for a 15-year period for Fixed Wireless and a 20-year period for fiber, which will allow for replacement of end of life, obsolete or non-functioning equipment so that the speeds are at or above those committed to in the award, are continued, and reliable service is provided for the period stated. Any successive owner(s) are required to comply for the remaining period.

- D.** Submit requests for Eligible Costs only and to acknowledge that Eligible and Ineligible Costs are as defined:

Eligible Costs, which include but are not limited to:

- (i) Construction and materials;
- (ii) New and rehabilitated construction contracts;
- (iii) Architect and engineering services and legal professional services, if required by the project;
- (v) Permitting fees;
- (vi) Acquisition of broadband infrastructure equipment
- (vii) Construction and installation of infrastructure equipment, to include direct labor costs; and
- (viii) Other expenses deemed eligible under the US Department of Treasury Capital Funds Project.

Ineligible Costs are as follows:

- (i) General broadband planning not associated with the project;
- (ii) Ongoing overhead, operating costs, or staff costs to include bonuses of any kind;
- (iii) Political activities or lobbying.

- 6. Responsibilities of Council.** The Council agrees to:

- A. Pay Subrecipient in accordance with Section 4 above.

- 7. Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Council shall notify the Subrecipient of any state or federal determination of noncompliance.

- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175,

this Contract may be terminated without penalty if a private entity that receives funds under this Contract:

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

- D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Council may, at its discretion, terminate this Contract without liability to Council, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

- E. Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

Subrecipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to the Council before commencement of the work.

- F. Monitoring Activities.** The Council, as well as the Governor of the State of Wyoming and any designee of the Governor, shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of

1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Council as the sponsoring agency and shall not be released without prior written approval of Council.
- J. Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Council by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; the federal American Rescue Plan Act; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Council.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Council reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract.



Subrecipient must consult with Council regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Council and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Council's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest-bearing account without prior approval of Council. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Council.

**8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Council.
- D. Audit and Access to Records.** The Council and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall

immediately, upon receiving written instruction from the Council, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Council.

- E. Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Council may award supplemental or successor contracts for work related to this Contract or may award contracts to other subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Council in all such cases.
- G. Certificate of Good Standing.** The Subrecipient shall provide to the Council a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- (i)** Subrecipient agrees to comply with the CPF Statute and the Guidance. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations, and Subrecipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- (ii)** Federal regulations applicable to this award include, without limitation, the following:
- (a)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than

such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (f) New Restrictions on Lobbying, 31 C.F.R. Part 21.

**I. Conflict of Interest.** Conflict of Interest. Subrecipient agrees that it will maintain in effect a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this award. Sub-subrecipient and subrecipients shall disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**J. Protections for Whistleblowers.**

- (i) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- (ii) The list of persons and entities referenced in the paragraph above includes the following:
- (a) A member of Congress or a representative of a committee of Congress;
  - (b) An Inspector General;
  - (c) The Government Accountability Office;
  - (d) A Treasury employee responsible for contract or grant oversight or management;
  - (e) An authorized official of the Department of Justice or other law enforcement agency;
  - (f) A court or grand jury; and/or
  - (g) A management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - (h) Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**K. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Council for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Council within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Council.

**L. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. § 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**M. Domestic Preferences in Procurement.** Agency and subrecipient shall provide a preference for the procurement or use of goods, products, or materials produced in the United States as described in 2.C.F.R § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers

(January 25, 2021).

- N. Federal Interest and Insurance.** Subrecipient agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using award funds will be used for the purpose and in the manner described in the approved Grant Plan or Program Plan, subject to the Guidance, the requirements of 2 C.F.R. § 200.310, Insurance, 2 C.F.R. § 200.311, Real Property, 2 C.F.R. § 200.313, Equipment, 2 C.F.R. § 200.314 Supplies, 2 C.F.R. § 200.315, Intangible Property, as applicable, and any other condition to approving Agency's Application.
- O. Entirety of Contract.** This Contract, consisting of seventeen (17) pages; Attachment A, Northwest Casper Addendum, consisting of one (1) page; and Attachment B, Northwest Casper Service Area, provided in Excel format, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- P. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- Q. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- R. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- S. Indemnification.** The Subrecipient shall release, indemnify, and hold harmless the State, the Council, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Subrecipient's failure to perform any of Subrecipient's duties and obligations hereunder or in connection with the negligent performance of Subrecipient's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Subrecipient's negligence or other tortious conduct.
- T. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee

of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Council or to incur any obligation of any kind on behalf of the State of Wyoming or the Council. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.

- U. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- V. **Notice of Sale or Transfer.** The Subrecipient shall provide the Council with notice of any sale, transfer, merger, or consolidation of the assets of the Subrecipient. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Council determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Subrecipient's obligations under this Contract, then the Council may, at its discretion, terminate or renegotiate the Contract.
- W. **Ownership and Return of Documents and Information.** Council is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Council in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Council's verified receipt of such information, Subrecipient agrees to physically and electronically destroy any residual Council-owned data, regardless of format, and any other storage media or areas containing such information. Subrecipient agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- X. **Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its subcontractors will violate any such restriction. The

Subrecipient shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

**Y. Prior Approval.** This Contract shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**Z. Insurance Requirements.**

- (i) During the term of this Contract, the Subrecipient shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Subrecipient shall provide Certificates of Insurance to the Council verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Council. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Council may, at the Council’s option, obtain and maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient, or subcontractor, as the Council may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Council reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

**AA. Insurance Coverage.** The Subrecipient shall obtain and maintain the following

insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
  - (a) \$1,000,000.00 each occurrence;
  - (b) \$1,000,000.00 personal injury and advertising injury;
  - (c) \$2,000,000.00 general aggregate; and
  - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (iii) Builder's Risk Insurance. Builder's all risk insurance, through a company lawfully authorized to do business in the State of Wyoming, protecting the interests of the Council and subrecipient s of all tiers against loss as specified below, through the date of Final Completion or until final payment has been made and no person or entity other than the Owner has an insurable interest in the property:
  - (a) The policy shall be in the amount of the initial Contract Sum, plus the value of subsequent contract modifications and costs of material supplied or installed by others, and shall at all times provide coverage for 100% of the insurable value of the Work, including Subrecipient's change orders and any Council furnished work. The policy shall include replacement cost coverage for all real and personal property incorporated into the Work, including engineered and Project specific false works and formings, while at the Project Site, off-site, or in transit. Coverage shall be extended to include increased construction cost, soft costs (such as reasonable compensation for Design Professional, Council, and Subrecipient s' services and expenses required as a result of an insured loss, excluding any Liquidated Damages), extra expense, and expediting expense.



- (b) The policy shall insure against “all risks” and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, subsidence or earth movement, windstorm, flood, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and ensuing damage as a result of faulty workmanship or material or both.
- (c) The policy shall name the State of Wyoming and Council as loss payee for all covered losses as their interests may appear.
- (d) The policy shall be endorsed waiving the insurer’s right of recovery under subrogation against the Council, Subrecipient and Subcontractors, for losses covered under the Builder’s Risk policy. The Subrecipient shall be responsible for the deductible on each loss and shall retain responsibility for any loss not covered by the Builder’s Risk policy. Unless otherwise agreed, all monies received due to a covered loss shall be first applied to rebuilding or repairing the destroyed or injured Work.
- (e) The Subrecipient shall be solely responsible for any required notice to or consent of the insurer providing the Builder’s Risk coverage regarding a) a covered event or occurrence and b) occupancy of the Work, or a portion thereof, by the Council.
- (f) The policy shall not cover any Subrecipient’s equipment, including, but not limited to, machinery, tools, equipment, or other personal property owned, rented, or used by the Subrecipient or Subcontractors in the performance of their work on the Work, which will not become a part of the Work to be accepted by the Council.
- (iv) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Subrecipient’s alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

  - (a) \$1,000,000.00 each occurrence; and
  - (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

- BB. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- CC. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- DD. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- EE. Termination of Contract.** This Contract may be terminated, without cause, by the Council upon thirty (30) days written notice. This Contract may be terminated by the Council immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract.

If at any time during the performance of this Contract, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Contract, then, at the discretion of the Council and after written notice to the Subrecipient, the Council may terminate this Contract or any part of it.

- FF. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- GG. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- HH. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- II. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- JJ. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subrecipient of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

**COUNCIL:**

Wyoming Business Council

\_\_\_\_\_  
Amy L. Grenfell, Chief Operating Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brandon Marshall, Services Division Director

\_\_\_\_\_  
Date

**SUBRECIPIENT:**

Mountain West Technologies Corporation

\_\_\_\_\_  
Kyle Ridgeway, President

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Madison Barber, Assistant Attorney General

\_\_\_\_\_  
Date

Attachment A to the Contract Between the  
Wyoming Business Council  
and

Mountain West Technologies Corporation

Subgrantee Name	Mountain West Technologies Corporations
Project Location	Northwest Casper
Project Description	<p>This project would allow us to loop our fiber assets at the airport all the way back to the fiber assets we have built for the City of Mills and the City of Casper, creating a full fiber based platform that has full redundancy. This is a strong industrial corridor in the Casper-area that, based on our internal customer submission data, needs substantial bandwidth to be built out in order to support further development. Throughout the project, we are committed to maintaining an open dialogue with key stakeholders in the area, ensuring their feedback shapes the project's direction. We recognize the significance of collaboration between the private sector and government initiatives, and we're proud to participate in the Connect Wyoming program. This partnership symbolizes our commitment to community advancement and technological progress. Mountain West's expansion of our network in the Natrona County area is a testament to our enduring dedication to fostering a thriving, interconnected, and prosperous community.</p>
Total Project Cost	\$ 1,592,242.25
Subgrantee Match	\$ 649,480.66
Grant Amount	\$ 932,761.59
Number of Locations Served	98
Unserved	97
Underserved	1
Project Completion Date Commitment by Subgrantee	11/30/2026

## Attachment B Northwest Casper

FULL_ADDRESS	FINAL_SERVE	ADDRESS	CITY	STATE	ZIP	COUNTY	COUN	CLASSIFIC	ASSESSME	LONGITUD	LATITUDE
8078 ZERO RD CASPER WY 82604-2016	Underserved	8078 ZERC	CASPER	WY	82604-201	Natrona	US	Business	Unknown	-106.45	42.86352
10072 POISON SPIDER RD CASPER WY 82604	Underserved	10072 POI	CASPER	WY	82604	Natrona	US	Residentia	Single Fam	-106.489	42.85473
12300 ZERO RD CASPER WY 82604-9411	Underserved	12300 ZER	CASPER	WY	82604-941	Natrona	US	Residentia	Modular/P	-106.539	42.86132
10000 W POISON SPIDER RD CASPER WY 82604-9509	Underserved	10000 W P	CASPER	WY	82604-950	Natrona	US	Residentia	Mobile/Ma	-106.488	42.85224
12751 ZERO RD CASPER WY 82604-9543	Underserved	12751 ZER	CASPER	WY	82604-954	Natrona	US	Residentia	Mobile/Ma	-106.543	42.85547
705 BLACK WIDOW RD CASPER WY 82604	Underserved	705 BLACK	CASPER	WY	82604	Natrona	US	Residentia	Modular/P	-106.53	42.85617
11395 ZERO RD CASPER WY 82604-9538	Underserved	11395 ZER	CASPER	WY	82604-953	Natrona	US	Residentia	Single Fam	-106.517	42.86018
11535 ZERO RD CASPER WY 82604	Underserved	11535 ZER	CASPER	WY	82604	Natrona	US	Residentia	Single Fam	-106.523	42.85545
12200 W POISON SPIDER RD CASPER WY 82604	Underserved	12200 W P	CASPER	WY	82604	Natrona	US	Residentia	Single Fam	-106.529	42.84978
11375 ZERO RD CASPER WY 82604-9538	Underserved	11375 ZER	CASPER	WY	82604-953	Natrona	US	Residentia	Single Fam	-106.518	42.86144
12260 ZERO RD CASPER WY 82604-9542	Underserved	12260 ZER	CASPER	WY	82604-954	Natrona	US	Residentia	Rural/Agric	-106.535	42.86354
11756 ZERO RD CASPER WY 82604-9540	Underserved	11756 ZER	CASPER	WY	82604-954	Natrona	US	Residentia	Single Fam	-106.524	42.86865
12150 W POISON SPIDER RD CASPER WY 82604-9402	Underserved	12150 W P	CASPER	WY	82604-940	Natrona	US	Residentia	Single Fam	-106.524	42.85085
12777 W POISON SPIDER RD CASPER WY 82604-9551	Underserved	12777 W P	CASPER	WY	82604-955	Natrona	US	Residentia	Mobile/Ma	-106.551	42.83858
12725 ZERO RD CASPER WY 82604-9543	Underserved	12725 ZER	CASPER	WY	82604-954	Natrona	US	Residentia	Mobile/Ma	-106.541	42.85552
710 BLACK WIDOW RD CASPER WY 82604-9502	Underserved	710 BLACK	CASPER	WY	82604-950	Natrona	US	Residentia	Single Fam	-106.528	42.85786
1290 TEN MILE RD CASPER WY 82604	Underserved	1290 TEN I	CASPER	WY	82604	Natrona	US	Unknown/I	Misc Resid	-106.515	42.86317
12250 W POISON SPIDER RD CASPER WY 82604-9551	Underserved	12250 W P	CASPER	WY	82604-955	Natrona	US	Residentia	Mobile/Ma	-106.534	42.8464
12575 ZERO RD CASPER WY 82604-9411	Underserved	12575 ZER	CASPER	WY	82604-941	Natrona	US	Unknown/I	Misc Resid	-106.538	42.85808
702 BLACK WIDOW RD CASPER WY 82604-9502	Underserved	702 BLACK	CASPER	WY	82604-950	Natrona	US	Residentia	Mobile/Ma	-106.528	42.8563
12225 ZERO RD CASPER WY 82604-9542	Underserved	12225 ZER	CASPER	WY	82604-954	Natrona	US	Residentia	Mobile/Ma	-106.531	42.86138
700 BLACK WIDOW RD CASPER WY 82604-9502	Underserved	700 BLACK	CASPER	WY	82604-950	Natrona	US	Residentia	Mobile/Ma	-106.528	42.8561
11738 W POISON SPIDER RD CASPER WY 82604	Underserved	11738 W P	CASPER	WY	82604	Natrona	US	Residentia	Single Fam	-106.523	42.8549
11755 ZERO RD CASPER WY 82604-9540	Underserved	11755 ZER	CASPER	WY	82604-954	Natrona	US	Unknown/I	Misc Resid	-106.524	42.8626
12245 ZERO RD CASPER WY 82604-9542	Underserved	12245 ZER	CASPER	WY	82604-954	Natrona	US	Residentia	Modular/P	-106.533	42.86019
14000 W POISON SPIDER RD CASPER WY 82604-9552	Underserved	14000 W P	CASPER	WY	82604-955	Natrona	US	Residentia	Mobile/Ma	-106.569	42.83832
10050 W POISON SPIDER RD CASPER WY 82604-9509	Underserved	10050 W P	CASPER	WY	82604-950	Natrona	US	Residentia	Mobile/Ma	-106.488	42.85054
9740 W POISON SPIDER RD CASPER WY 82604-8513	Underserved	9740 W P	CASPER	WY	82604-851	Natrona	US	Residentia	Single Fam	-106.484	42.84878
12760 W POISON SPIDER RD CASPER WY 82604	Underserved	12760 W P	CASPER	WY	82604	Natrona	US	Residentia	Single Fam	-106.542	42.8463
10240 W POISON SPIDER RD CASPER WY 82604-9556	Underserved	10240 W P	CASPER	WY	82604-955	Natrona	US	Residentia	Single Fam	-106.494	42.85306
11280 ZERO RD CASPER WY 82604-9538	Underserved	11280 ZER	CASPER	WY	82604-953	Natrona	US	Unknown/I	Misc Resid	-106.515	42.86313
12565 ZERO RD CASPER WY 82604-9411	Underserved	12565 ZER	CASPER	WY	82604-941	Natrona	US	Residentia	Modular/P	-106.538	42.85908
11440 ZERO RD CASPER WY 82604-9539	Underserved	11440 ZER	CASPER	WY	82604-953	Natrona	US	Residentia	Single Fam	-106.518	42.86397
11754 ZERO RD CASPER WY 82604-9540	Underserved	11754 ZER	CASPER	WY	82604-954	Natrona	US	Residentia	Single Fam	-106.525	42.86697
6240 BUCKNUM CIR CASPER WY 82604-9422	Underserved	6240 BUCI	CASPER	WY	82604-942	Natrona	US	Residentia	Mobile/Ma	-106.492	42.86083
10100 W POISON SPIDER RD CASPER WY 82604-9556	Underserved	10100 W P	CASPER	WY	82604-955	Natrona	US	Residentia	Single Fam	-106.491	42.85163
11259 W POISON SPIDER RD CASPER WY 82604-9510	Underserved	11259 W P	CASPER	WY	82604-951	Natrona	US	Residentia	Single Fam	-106.515	42.85433
690 BLACK WIDOW RD CASPER WY 82604-9501	Underserved	690 BLACK	CASPER	WY	82604-950	Natrona	US	Residentia	Single Fam	-106.528	42.85532
1550 TEN MILE RD CASPER WY 82604-9537	Underserved	1550 TEN I	CASPER	WY	82604-953	Natrona	US	Residentia	Single Fam	-106.515	42.86755
12450 W POISON SPIDER RD CASPER WY 82604	Underserved	12450 W P	CASPER	WY	82604	Natrona	US	Residentia	Modular/P	-106.538	42.84564
11748 W POISON SPIDER RD CASPER WY 82604-9510	Underserved	11748 W P	CASPER	WY	82604-951	Natrona	US	Residentia	Single Fam	-106.522	42.85352
12435 ZERO RD CASPER WY 82604-9411	Underserved	12435 ZER	CASPER	WY	82604-941	Natrona	US	Residentia	Single Fam	-106.536	42.85911
12855 ZERO RD CASPER WY 82604-9543	Underserved	12855 ZER	CASPER	WY	82604-954	Natrona	US	Residentia	Single Fam	-106.543	42.85229
1500 TEN MILE RD CASPER WY 82604-9537	Underserved	1500 TEN I	CASPER	WY	82604-953	Natrona	US	Residentia	Modular/P	-106.515	42.86647
12248 W POISON SPIDER RD CASPER WY 82604-9551	Underserved	12248 W P	CASPER	WY	82604-955	Natrona	US	Residentia	Single Fam	-106.532	42.84693
12298 W POISON SPIDER RD CASPER WY 82604-9551	Underserved	12298 W P	CASPER	WY	82604-955	Natrona	US	Residentia	Modular/P	-106.541	42.84774
1300 TEN MILE RD CASPER WY 82604-9608	Underserved	1300 TEN I	CASPER	WY	82604-960	Natrona	US	Residentia	Mobile/Ma	-106.514	42.86378
12755 ZERO RD CASPER WY 82604	Underserved	12755 ZER	CASPER	WY	82604	Natrona	US	Residentia	Modular/P	-106.541	42.8544
12473 ZERO RD CASPER WY 82604	Underserved	12473 ZER	CASPER	WY	82604	Natrona	US	Residentia	Modular/P	-106.536	42.85441
12284 W POISON SPIDER RD CASPER WY 82604-9551	Underserved	12284 W P	CASPER	WY	82604-955	Natrona	US	Residentia	Modular/P	-106.539	42.84541
11708 ZERO RD CASPER WY 82604	Underserved	11708 ZER	CASPER	WY	82604	Natrona	US	Residentia	Single Fam	-106.524	42.8649
9752 W POISON SPIDER RD CASPER WY 82604-8513	Underserved	9752 W P	CASPER	WY	82604-851	Natrona	US	Residentia	Modular/P	-106.485	42.84914
12280 ZERO RD CASPER WY 82604	Underserved	12280 ZER	CASPER	WY	82604	Natrona	US	Residentia	Rural/Agric	-106.535	42.8632
11300 W POISON SPIDER RD CASPER WY 82604-9510	Underserved	11300 W P	CASPER	WY	82604-951	Natrona	US	Residentia	Single Fam	-106.519	42.85606
12200 ZERO RD CASPER WY 82604-9542	Underserved	12200 ZER	CASPER	WY	82604-954	Natrona	US	Residentia	Mobile/Ma	-106.529	42.8641
11750 ZERO RD CASPER WY 82604-9540	Underserved	11750 ZER	CASPER	WY	82604-954	Natrona	US	Residentia	Single Fam	-106.523	42.86372
8188 ZERO RD CASPER WY 82604-2001	Underserved	8188 ZERC	CASPER	WY	82604-200	Natrona	US	Business	Unknown	-106.451	42.86352
12320 W POISON SPIDER RD CASPER WY 82604-9551	Underserved	12320 W P	CASPER	WY	82604-955	Natrona	US	Residentia	Single Fam	-106.539	42.84923
11800 ZERO RD CASPER WY 82604-9615	Underserved	11800 ZER	CASPER	WY	82604-961	Natrona	US	Residentia	Single Fam	-106.525	42.86375
11736 W POISON SPIDER RD CASPER WY 82604-9510	Underserved	11736 W P	CASPER	WY	82604-951	Natrona	US	Residentia	Single Fam	-106.522	42.85414
11870 ZERO RD CASPER WY 82604-9615	Underserved	11870 ZER	CASPER	WY	82604-961	Natrona	US	Residentia	Mobile/Ma	-106.526	42.86344
11278 ZERO RD CASPER WY 82604	Underserved	11278 ZER	CASPER	WY	82604	Natrona	US	Unknown/I	Misc Resid	-106.516	42.86329
12473 W POISON SPIDER RD CASPER WY 82604-9551	Underserved	12473 W P	CASPER	WY	82604-955	Natrona	US	Residentia	Modular/P	-106.539	42.85371
12282 W POISON SPIDER RD CASPER WY 82604	Underserved	12282 W P	CASPER	WY	82604	Natrona	US	Residentia	Modular/P	-106.536	42.84687
695 BLACK WIDOW RD CASPER WY 82604	Underserved	695 BLACK	CASPER	WY	82604	Natrona	US	Unknown/I	Misc Resid	-106.529	42.85534
11449 ZERO RD CASPER WY 82604-9539	Underserved	11449 ZER	CASPER	WY	82604-953	Natrona	US	Residentia	Single Fam	-106.518	42.86215
625 BLACK WIDOW RD CASPER WY 82604-9501	Underserved	625 BLACK	CASPER	WY	82604-950	Natrona	US	Residentia	Mobile/Ma	-106.523	42.85154

Attachment B Northwest Casper

11750 W POISON SPIDER RD CASPER WY 82604-9510	Unservd	11750 W P CASPER	WY	82604-951	Natrona	US	Residentia Single Fam	-106.522	42.8528
715 BLACK WIDOW RD CASPER WY 82604-9502	Unservd	715 BLACK CASPER	WY	82604-950	Natrona	US	Residentia Mobile/Ma	-106.529	42.85739
12695 ZERO RD CASPER WY 82604	Unservd	12695 ZER CASPER	WY	82604	Natrona	US	Residentia Single Fam	-106.538	42.85644
11746 W POISON SPIDER RD CASPER WY 82604	Unservd	11746 W P CASPER	WY	82604	Natrona	US	Residentia Modular/P	-106.523	42.8544
630 TEN MILE RD CASPER WY 82604-9573	Unservd	630 TEN M CASPER	WY	82604-957	Natrona	US	Residentia Single Fam	-106.515	42.85681
12275 ZERO RD CASPER WY 82604-9542	Unservd	12275 ZER CASPER	WY	82604-954	Natrona	US	Residentia Single Fam	-106.535	42.86073
645 BLACK WIDOW RD CASPER WY 82604-9501	Unservd	645 BLACK CASPER	WY	82604-950	Natrona	US	Residentia Single Fam	-106.529	42.84972
12252 W POISON SPIDER RD CASPER WY 82604-9551	Unservd	12252 W P CASPER	WY	82604-955	Natrona	US	Residentia Mobile/Ma	-106.535	42.84797
920 TEN MILE RD CASPER WY 82604-9574	Unservd	920 TEN M CASPER	WY	82604-957	Natrona	US	Residentia Modular/P	-106.515	42.85892
11752 ZERO RD CASPER WY 82604-9540	Unservd	11752 ZER CASPER	WY	82604-954	Natrona	US	Residentia Modular/P	-106.525	42.86456
12235 ZERO RD CASPER WY 82604-9542	Unservd	12235 ZER CASPER	WY	82604-954	Natrona	US	Residentia Modular/P	-106.532	42.86173
9652 W POISON SPIDER RD CASPER WY 82604-9506	Unservd	9652 W PC CASPER	WY	82604-950	Natrona	US	Residentia Single Fam	-106.481	42.84781
1200 TEN MILE RD CASPER WY 82604-9580	Unservd	1200 TEN I CASPER	WY	82604-958	Natrona	US	Residentia Single Fam	-106.516	42.85989
10237 ZERO RD CASPER WY 82604	Unservd	10237 ZER CASPER	WY	82604	Natrona	US	Residentia Mobile/Ma	-106.494	42.86249
11555 ZERO RD CASPER WY 82604	Unservd	11555 ZER CASPER	WY	82604	Natrona	US	Residentia Single Fam	-106.523	42.86032
11760 W POISON SPIDER RD CASPER WY 82604	Unservd	11760 W P CASPER	WY	82604	Natrona	US	Residentia Mobile/Ma	-106.523	42.85154
12280 POISON SPIDER RD CASPER WY 82604	Unservd	12280 POI CASPER	WY	82604	Natrona	US	Residentia Modular/P	-106.536	42.84743
12214 ZERO RD CASPER WY 82604-9542	Unservd	12214 ZER CASPER	WY	82604-954	Natrona	US	Residentia Single Fam	-106.53	42.86367
12190 W POISON SPIDER RD CASPER WY 82604	Unservd	12190 W P CASPER	WY	82604	Natrona	US	Residentia Single Fam	-106.53	42.85139
685 BLACK WIDOW RD CASPER WY 82604-9501	Unservd	685 BLACK CASPER	WY	82604-950	Natrona	US	Residentia Mobile/Ma	-106.529	42.85394
10275 ZERO RD CASPER WY 82604	Unservd	10275 ZER CASPER	WY	82604	Natrona	US	Residentia Mobile/Ma	-106.494	42.8595
11430 ZERO RD CASPER WY 82604-9539	Unservd	11430 ZER CASPER	WY	82604-953	Natrona	US	Residentia Mobile/Ma	-106.518	42.86594
11450 ZERO RD CASPER WY 82604-9539	Unservd	11450 ZER CASPER	WY	82604-953	Natrona	US	Residentia Single Fam	-106.519	42.86379
12115 ZERO RD CASPER WY 82604	Unservd	12115 ZER CASPER	WY	82604	Natrona	US	Residentia Mobile/Ma	-106.531	42.86025
650 BLACK WIDOW RD CASPER WY 82604-9501	Unservd	650 BLACK CASPER	WY	82604-950	Natrona	US	Residentia Modular/P	-106.528	42.8527
655 BLACK WIDOW RD CASPER WY 82604	Unservd	655 BLACK CASPER	WY	82604	Natrona	US	Residentia Single Fam	-106.53	42.85178
12750 ZERO RD CASPER WY 82604	Unservd	12750 ZER CASPER	WY	82604	Natrona	US	Residentia Mobile/Ma	-106.543	42.85531
12461 W POISON SPIDER RD CASPER WY 82604-9551	Unservd	12461 W P CASPER	WY	82604-955	Natrona	US	Residentia Single Fam	-106.538	42.84939
12105 ZERO RD CASPER WY 82604-9541	Unservd	12105 ZER CASPER	WY	82604-954	Natrona	US	Residentia Modular/P	-106.529	42.86228
900 TEN MILE RD CASPER WY 82604-9574	Unservd	900 TEN M CASPER	WY	82604-957	Natrona	US	Residentia Single Fam	-106.518	42.85784
675 BLACK WIDOW RD CASPER WY 82604-9501	Unservd	675 BLACK CASPER	WY	82604-950	Natrona	US	Residentia Modular/P	-106.532	42.85393

**CONTRACT BETWEEN  
WYOMING BUSINESS COUNCIL  
AND  
COLUMBIA TELECOMMUNICATIONS CORPORATION d/b/a  
CTC TECHNOLOGY AND ENERGY**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 W. 15th Street, Cheyenne, Wyoming 82002, and COLUMBIA TELECOMMUNICATIONS CORPORATION d/b/a CTC TECHNOLOGY AND ENERGY (Contractor), whose address is: 10613 Concord Street, Kensington, Maryland 20895.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall use Capital Project Funds (CPF Funds 21.029) to pay for Contractor's services. These services may include assisting WBC staff with post-award services such as: administrative support, programmatic reporting, support for audits, performing network inspection reviews, and program closeout services for the Connect Wyoming CPF Grant Program.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through June 30, 2027. All services shall be completed during this term.

This Contract may be extended by agreement of both parties in writing and subject to the required approvals. There is no right, or expectation of extension and any extension will be determined at the discretion of the Council.

4. **Payment.**
  - A. The Council agrees to pay the Contractor for the services described in Attachment A, Scope of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed nine hundred thousand dollars (\$900,000.00). Invoices will be based at the established rates as described in Attachment A. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
  - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Council.
  - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection



with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide the services described in Attachment A, Scope of Work, which is attached to and incorporated into this Contract by this reference. Per the Scope described in Attachment A, Contractor and any Subcontractors performing comparable work are explicitly designated as contractors and not as subrecipients.

6. **Responsibilities of Council.** The Council agrees to:

- A. Pay Contractor in accordance with Section 4 above.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Council shall notify the Contractor of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
  - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Council may, at its discretion, terminate this Contract without liability to Council, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- E. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Council shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor and related to the services and work to be performed under this Contract, shall identify the Council as the sponsoring agency and shall not be released without prior written approval of Council. Notwithstanding the foregoing, and except a) as required by law such as Wyoming Public Records Act, and/or b) in accordance with the Council's policies and procedures, neither Party will use the name of the other Party or refer to the services provided under this Contract without the prior consent of the other Party, which shall not be unreasonably withheld.
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Council by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal

funds during the term of this Contract.

- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Council.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Council reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Council regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Council and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Council's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest-bearing account without prior approval of Council. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Council.
- P. Intellectual Property and Ownership of Contractor Pre-Existing Materials.** Notwithstanding anything in General Provisions Section R., Contractor and its Subcontractors retain ownership of all their respective literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods, concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, databases, content, models, industry perspectives, or related rights and derivatives that Contractor and/or its Subcontractors own at the time this Contract is executed or otherwise developed or acquired independent

of this Contract, employed by Contractor and/or its Subcontractors in connection with the services provided to Council, and includes any updates and derivative works thereto (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials may be embedded in a Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to Council before its use and assert its ownership. If, however, Contractor fails to disclose to Council such Contractor Pre-Existing Materials, Contractor shall grant Council a nonexclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for Council to receive the intended benefit under this Contract and subject to the limitations herein. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Council agrees that, without Contractor's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Contractor Pre-existing Material or Work Product, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Contractor Pre-existing Material or Work Product.

**8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Council.
- D. Audit and Access to Records.** The Council and its representatives shall have access to any invoices and final deliverables of the Contractor which are pertinent to this Contract.
- E. Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative

action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** The Council may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Council in all such cases.
- G. Certificate of Good Standing.** The Contractor shall provide to the Council a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by both parties unless prior written permission is granted by the Contractor and Council for its release. If and when either party receives a request for information subject to this Contract, the notified party shall notify the other party within ten (10) days of such request and shall not release such information to a third party unless: 1) prior written approval is granted by Contractor, if the information is related to a release of Contractor's Confidential Information; or 2) directed to do so by Council.
- J. Entirety of Contract.** This Contract, consisting of thirteen (13) pages, and Attachment A, Scope of Work, consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

- L. Extensions.** Any extension of this Contract shall be initiated by the Council and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Council, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses to the extent such claims, damages or actions are determined to have resulted from Contractor's failure to perform any of Contractor's duties and obligations hereunder, or from the negligent performance of Contractor's duties or obligations, including, but not limited to, any third party claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Limitation of Liability.** The Services provided under this Contract shall not be deemed investment, legal, tax, accounting or other regulated advice. Contractor does not supplant the Council's management or other decision-making bodies and does not guarantee results. The Contractor is not responsible for the Council's decisions, actions, use of the Deliverables and compliance with applicable laws, rules, and regulations.
- P. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Council or to incur any obligation of any kind on behalf of the State of Wyoming or the Council. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or

similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- R. Notice of Sale or Transfer.** The Contractor shall provide the Council with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Council determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Council may, at its discretion, terminate or renegotiate the Contract.
- S. Ownership and Return of Documents and Information.** Council is the official custodian and owns all documents, data compilations, reports, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Council in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Council's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Council-owned data, regardless of format, and any other storage media or areas containing such information, except for one (1) copy Contractor can retain for internal archival and audit purposes. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data upon request of destruction by Council.
- T. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will knowingly violate any such restriction. In accordance with Section 8(N), the Contractor shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions as a direct result of Contractor's breach of this Contract, negligence, or willful misconduct.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**V. Insurance Requirements.**

- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor shall provide Certificates of Insurance to the Council verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Council. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Council may, at the Council’s option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Council may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Council reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

**W. Insurance Coverage.** The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
  - (a) \$1,000,000.00 each occurrence;
  - (b) \$1,000,000.00 personal injury and advertising injury;



- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Council with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

- (iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Council with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

- X. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- Y Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- Z. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Council upon thirty (30) days written notice. This Contract may be terminated by the Council immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**FF. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

**WYOMING BUSINESS COUNCIL:**

\_\_\_\_\_  
Amy L. Grenfell  
Chief Operating Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brandon Marshall  
Services Director

\_\_\_\_\_  
Date

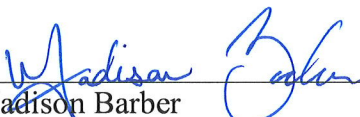
**CONTRACTOR:**

COLUMBIA TELECOMMUNICATIONS CORPORATION  
d/b/a CTC TECHNOLOGY AND ENERGY

\_\_\_\_\_  
Joanne Hovis  
President

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

 # 241859  
\_\_\_\_\_  
Madison Barber  
Assistant Attorney General

\_\_\_\_\_  
7.24.24  
Date

## ATTACHMENT A

### SCOPE OF WORK

#### **Task 1: Assist WBC staff with post-award services, such as administrative support, programmatic reporting, and support for audits**

The CTC team are prepared to continue supporting the State of Wyoming and its CPF program, and will deliver the needed grant advisory and oversight, compliance, and reporting services, as directed by the WBC.

Based on our understanding of the Treasury ARPA CPF program, our knowledge of CPF reporting requirements, and our expertise in program management and project management related to broadband infrastructure initiatives, we will provide the following services to the Wyoming Business Council, as directed, and through the period of performance and final reporting for the ARPA CPF Program:

- Develop administrative processes, policies, procedures, budgets, and other documents needed to meet federal regulations
- Monitor sub-grantee project implementation, verify milestones, help oversee modifications to plans (as needed), and oversee project and fiscal accountability
- Conduct preliminary evaluation of network designs and technical drawings by experienced staff to ensure sub-grantee plans align with program requirements and grant awards, resulting in an approved design for each project
- Collect data from sub-grantees related to written policies and procedures, written standards of conduct, risk-based due diligence, risk-based compliance monitoring, and record maintenance and retention required under CPF program guidelines
- Develop appropriate documentation to demonstrate WBC compliance with CPF program guidelines
- Provide oversight and guidance to sub-grantees to monitor compliance, including risk assessment and evaluation of sub-grantee controls, as required
- Prepare and review sub-grantee technical and financial documentation, including network designs, invoices, requests for reimbursement, and program and financial reports
- Evaluate invoices and requests for reimbursement to confirm all materials are complete, costs are eligible and allocable, and supporting documents are available to support federal review and audits, as needed
- Assist with packaging materials and applying for drawdown requests
- Establish and implement metrics and reporting protocols to streamline sub-grantee reporting while adhering to reporting obligations, monitoring compliance, and enabling sub-award administration
- Support requirements to roll-up sub-grantee reports to meet Wyoming's overall ARPA CPF

reporting obligations, such as the quarterly Treasury 1A report, location reporting, and speed and pricing reporting required from sub-grantees at closeout; CTC will coordinate with state accounting staff and contractors to submit reports in a thorough and timely fashion

## **Task 2: Perform network inspection review and program closeout services**

Recognizing that the WBC will be both a grantee in receipt of federal funds and a grantor that, in turn, expends those funds via grant agreements with sub-grantees, our team will develop an outline of the resources and steps necessary for the State of Wyoming to meet its program closeout obligations in both roles.

Based on our experience and analysis, CTC will develop the Connect Wyoming CPF Program Test Requirements and Closeout Process, supporting the WBC in its final set of grant administration and compliance tasks related to the grant closeout process, including evaluation of sub-grantees' closeout activities; ensuring each project's compliance with federal requirements; and developing final reporting to the Treasury.

Using the agreed-upon evaluation criteria, CTC will support the examination of the deployed networks, as directed by the WBC, to confirm the successful completion of grant-funded construction by each sub-grantee. Meeting this obligation will likely require reviewing as-built maps, inspecting portions of the new infrastructure, and reviewing the sub-grantees' test results.

If it is determined that further verification is needed, CTC will conduct technical audits of sub-grantees as necessary. Each audit may include the following activities:

- Financial review of all sub-grant recipients' invoices on a per-project and per-invoice basis to ensure eligibility and completeness of supporting documentation and assistance with budget revisions as needed to ensure proper cost categories and rates
- Assisting with review of reports submitted by sub-grant recipients, including tracking and reporting to the WBC on performance of sub-grant recipients
- As-built review and field verification of sub-grant recipient's construction progress, verification that construction inspections were completed, and confirmation that results align with grant requirements and the approved design

Our analysts will support the WBC as it performs closeout tasks, as well—potentially including reviews of budget statements, evaluation of final reimbursement requests, and certifying project completion from a budgetary standpoint.

# Proposed fees

CTC will perform the tasks described in this proposal for a not-to-exceed total budget of nine hundred thousand dollars (\$900,000.00). CTC will invoice WBC each month for hours incurred in the performance of Tasks 1 and 2 at a blended rate of three hundred dollars (\$300.00) per hour. The table below presents estimated hours by task. CTC reserves the right to reallocate hours across tasks as needed and without prior approval. If additional funding is required, CTC will prepare a written request for additional funding.

For your planning purposes, we estimate the following effort:

<b>Task</b>	<b>Estimated Hours</b>	<b>Estimated Total</b>
<b>Task 1:</b>		
<i>Develop administrative processes</i>	200	\$60,000
<i>Monitor award implementation</i>	600	\$180,000
<i>Data collection</i>	300	\$90,000
<i>Develop compliance documentation</i>	300	\$90,000
<i>Compliance oversight support</i>	800	\$240,000
<i>Drawdown support</i>	200	\$60,000
<i>Establish reporting protocols</i>	100	\$30,000
<b>Task 2:</b>		
<i>Award closeout services</i>	500	\$150,000

As engineers and analysts with experience in the full lifecycle of broadband deployment projects, from high-level planning to construction-ready drawings, and from construction oversight to final testing and quality assurance, we are confident our team will be able to provide services as needed with reasonable notice and will be able to complete assigned tasks on an agreed-upon work plan schedule. We note that CTC estimates rely on the current landscape as we now understand it and could change as the program develops.

**CONTRACT BETWEEN  
WYOMING BUSINESS COUNCIL  
AND  
LIGHTBOX PARENT, L.P.**

1. **Parties.** The parties to this Contract are the Wyoming Business Council (Council), whose address is: 214 West 15<sup>th</sup> Street, Cheyenne, Wyoming 82002, and LIGHTBOX PARENT, L.P. (Contractor), whose address is: 5201 California Ave, Suite 200 Irvine, CA 92617.2.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall use Capital Project Funds (CPF) 21.029 to perform certain professional services (the “Managed Services”) to Council including the maintenance of a mapping platform (the "Mapping Platform"), and license Contractor's SmartFabric™ for location and Broadband Serviceable Location (BSL) data (the "SmartFabric Data"). The Managed Services (including the Mapping Platform) and the SmartFabric Data may be used by Council solely for its internal business purposes (the “Broadband Purpose”), and except as set forth in Sections 6(B) and 7(B) and subject to the other terms of this Contract, may not be distributed by Council to any third party.
3. **Term of Contract.** This Contract is effective as of September 1, 2024 (Effective Date). The term of this Contract is from the Effective Date through August 31, 2025. All services described hereunder shall be completed during this term.

This Contract may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension, and any extension will be determined at the discretion of each party.

4. **Payment.**
  - A. The Contractor agrees to perform the Managed Services and provide the materials, each as described in Attachment A, Scope of Work, attached hereto and incorporated herein.
  - B. The Council agrees to pay the Contractor for the Managed Services described in Section 4(A). Total payment under this Contract for such Managed Services and deliverables in the term shall not exceed two hundred fifty thousand dollars (\$250,000). The fee shall be invoiced in advance in eleven (11) equal monthly installments of twenty thousand eight hundred thirty-three dollars and thirty-three cents (\$20,833.33) and a final monthly installment of twenty thousand eight hundred thirty-three dollars and thirty-seven cents (\$20,833.37) with the first monthly invoice delivered on or about the Effective Date.
  - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor’s performance and compliance with all of Contractor’s obligations under this Contract.



- D. Contractor understands that provisions for the use of public funds are in use, and that the information related to this Contract is subject to a public records request.

5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide the Council with the Managed Services and access to the SmartFabric Data.
- B. Contractor will provide the leadership and technical teams at each Authorized Wyoming Agency (defined below) with product and data onboarding, as well as ongoing training and education regarding the SmartFabric Data. A Customer Success Manager (CSM) will be assigned to each Authorized Wyoming Agency account to assist the leadership and technical teams in efficiently and effectively leveraging the SmartFabric Data. Additionally, the Contractor's Customer Support team will be available to the leadership and technical teams at each Authorized Wyoming Agency to manage support cases and resolve questions, issues, concerns, or enhancement requests. The Support Team can be reached via phone or email from 8:30 am to 8:00 pm EST.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Contractor in accordance with Section 4 above.
- B. The Council may permit up to a maximum of nine other agencies or departments of the State of Wyoming ("Authorized Wyoming Agencies") to use the SmartFabric Data, subject to the following terms, obligations and conditions:
  - (i) Such use is solely for the Authorized Wyoming Agencies' own internal business purposes and only employees of the applicable Authorized Wyoming Agency may access and use the SmartFabric Data. Without limiting the foregoing, in no event may any Authorized Wyoming Agency distribute or make available any of the SmartFabric Data to any third party or publish any of the SmartFabric Data on any website.
  - (ii) The Council must provide prior written notice to Contractor identifying each Authorized Wyoming Agency to whom the Council is permitting use of the SmartFabric Data before any such party gains access to the SmartFabric Data.
  - (iii) No replacements or substitutions of any Authorized Wyoming Agency is permitted.
  - (iv) Prior to providing any access or use of the SmartFabric Data to any Authorized Wyoming Agency, the Council shall ensure

that any Authorized Wyoming Agency agrees, in writing, to comply with all terms and conditions of this Contract (including without limitation, the limitations and restrictions set forth in Section 7(C) and Section 8(K)) as if such Authorized Wyoming Agency were a party to this Agreement (and the references to “Council” in Section 7(C) and Section 8(K) shall be deemed to mean the applicable Authorized Wyoming Agency). Such agreement shall also provide that the Authorized Wyoming Agency agrees that the Contractor shall have no liability or responsibility to such Authorized Wyoming Agency with respect to the SmartFabric Data or the use thereof by such Authorized Wyoming Agency and that the Contractor is an intended third party beneficiary of such agreement. The Council shall provide Contractor with a copy of such agreement upon request.

- (v) The Council shall remain fully responsible and liable for any misuse of the SmartFabric Data or any breach of this Contract by any Authorized Wyoming Agency. This includes, but is not limited to, any unauthorized use, disclosure, or distribution of the SmartFabric Data by the Authorized Wyoming Agency.
- (vi) The Council shall immediately notify the Contractor in writing upon becoming aware of any misuse of the SmartFabric Data or any breach of this Agreement by any Authorized Wyoming Agency. The Council shall take all necessary actions to remedy such misuse or breach promptly.
- (vii) Contractor reserves the right to revoke its consent for any Authorized Wyoming Agency to use the SmartFabric Data in the event of any misuse of the SmartFabric Data or any breach of this Agreement by such Authorized Wyoming Agency. Upon such revocation, the Council shall ensure that such Authorized Wyoming Agency immediately ceases all use of the SmartFabric Data and returns or destroys any copies of the SmartFabric Data in its possession.

**7. Intellectual Property; Ownership; Data Usage Rights.**

- A. Contractor.** Subject to Section 7(B) below, the Contractor, or its licensors retains title to and all ownership rights and all intellectual property rights in the SmartFabric Data. Nothing in the immediately preceding sentence limits in any way the data usage rights granted to the Council in Section 7(B) below, including the perpetual licenses described therein.

**B. Data Usage Rights.** The Council shall receive the following usage rights from the Contractor with respect to the SmartFabric Data:

- (i) Non-exclusive, non-transferable, perpetual license to the SmartFabric  
Data that would be provided in the Mapping Platform being provided by the Contractor for supporting the internal operations of the Council and processing data as contemplated by this Contract for the Broadband Purpose;
- (ii) All SmartFabric Data will be available at all times to the Council through the Mapping Platform;
- (iii) Rights to access, prepare, use, copy, modify, reproduce, prepare derivative works, and distribute the data and derivatives for internal use;
- (iv) Rights to publish and display data via an online map, or in reports or other static formats (e.g. PDF) for the Broadband Purpose;
- (v) Rights to provide access to the data to internet service providers to enable such providers to generate and submit broadband availability data to the Council for the Broadband Purpose (provided such provider executes Contractor's standard form end-user license agreement); and
- (vi) Rights to provide access to the data to approved end-user parties for the purposes of such parties using such data solely (a) to prepare and submit an application to the Council for state broadband grant funds ("State Broadband Grant Application"), and (b) performing the work for any location or area included the end-user's State Broadband Grant Application which was awarded to such end-user; provided that such end- user (i) may only download and use data for broadband locations for the area set forth in such end-user's State Broadband Grant Application, and (ii) such end-user executes Contractor's standard form end-user license agreement.

**C. Restrictions.** For purposes of clarification that the use of the SmartFabric Data that would be provided in the Mapping Platform being provided by the Contractor is solely for the Broadband Purpose, the Council will not:

- (i) use the data or information in such a manner that would cause such information to be construed as a "Consumer Report", as defined in 15 U.S.C. § 1681a.
- (ii) use the data or information to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report for the purpose of underwriting title insurance;
- (iii) use the data in any way that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- (iv) allow access to the data through any servers located outside of the Council's operations or facilities, except that employees of the Council and other permitted users may use the data remotely via VPN connections in connection with the performance of their employment duties; or
- (v) use or store the data outside of the United States.
- (vi) To the extent any such data includes consumer information, the Council shall not publicly display the name, address, e-mail address, or telephone number of an individual consumer without express written consent. Under no circumstances will the Council or any user use such information to solicit any individual designated within the data who, to the knowledge of the Council or such user, after reasonable inquiry, has requested protection from solicitation.

**8. Special Provisions.**

- A. Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Council shall notify the Contractor of any state or federal determination of noncompliance.
- B. Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i)** Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii)** Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii)** Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Council may, at its discretion, terminate this Contract without liability to Council, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Council shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work. Council shall conduct all of the activities under this paragraph in a manner not to unreasonably interfere with the business and operations of Contractor. All documents and information obtained by or accessed by the Council shall be deemed to be confidential information of Contractor and shall be used solely for the purposes of monitoring the Contractor's compliance with this Contract and shall not be disclosed or provided to any third party without the prior written consent of the Contractor.
- G. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and

regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

- H. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor and related to the services and work to be performed under this Contract, shall identify the Council as the sponsoring agency and shall not be released without prior written approval of Council (which approval shall not be unreasonably withheld, delayed or conditioned).
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Council by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Third Party Required Terms.** The SmartFabric Data contains certain data obtained from HERE North America, LLC, HERE Europe B.V. and their respective subsidiaries and affiliates (collectively, "HERE"). Contractor's agreement with HERE requires Contractor include certain required contract terms in Contractor's agreements for the provision of SmartFabric Data. The following restrictions ("HERE Required Terms") apply to Council's use of the HERE Content included in the SmartFabric Data. Council acknowledges and agrees that HERE is a third party beneficiary of these HERE Required Terms.

- (i) Council may only use the HERE Content as part of the SmartFabric Data and for the Broadband Purpose;
- (ii) Council may not reverse-engineer or archive the HERE Content;
- (iii) Council may not export the HERE Content (or derivative thereof) except in compliance with applicable export laws,

rules and regulations;

- (iv) Council must cease using the HERE Content if Council fails to comply with the any of these HERE Required Terms;
- (v) Certain regulatory and third-party supplier restrictions and obligations (including copyright notices) apply to the HERE Content, which restrictions and obligations can be found: <https://legal.here.com/terms/general-content-supplier/terms-and-notices>;
- (vi) In the event Council is the United States Government (or is an agency who wishes to claim similar rights as the United States Government), Council agrees that HERE Content is a "commercial item", as that term is defined at 48 C.F.R. 2.101, and is licensed in accordance with the Contract;
- (vii) Council acknowledges and agrees that HERE affirmatively disclaims any warranties, express implied or otherwise, of quality, performance, merchantability, fitness for a particular purpose and non-infringement with respect to the HERE Content;
- (viii) Council acknowledges and agrees that HERE affirmatively disclaims liability for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE Content; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE Content, any defect or inaccuracy in the HERE Content, or the breach of these HERE Required Terms, whether in an action in contract or tort or based on a warranty, even if Contractor, HERE or their affiliates or suppliers have been advised of the possibility of such damages; and
- (ix) Council may not make or imply any warranties to any third party on behalf of HERE, its affiliates or their data suppliers or promise or provide any third party with any rights to bring any liability claims against HERE, its affiliates or their data suppliers or to be indemnified for any matter by HERE, its affiliates or their data suppliers.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Council.
- D. **Audit and Access to Records.** The Council and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Council shall conduct all of the activities under this paragraph in a manner not to unreasonably interfere with the business and operations of Contractor. All documents and information obtained by or accessed by the Council shall be deemed to be confidential information of Contractor and shall be used solely for the purposes of monitoring the Contractor’s compliance with this Contract and shall not be disclosed or provided to any third party without the prior written consent of the Contractor.
- E. **Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation, and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of this Contract, this Contract may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Section.
- F. **Award of Related Contracts.** The Council may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Council in all such cases (subject to payment of



reasonable fees); provided that in no case shall Contractor be obligated to provide any of its products or services, intellectual property or Confidential Information to any other contractor.

- G. Certificate of Good Standing.** The Contractor shall provide to the Council a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Council for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Council within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Council.
- J. Entirety of Contract.** This Contract, consisting of seventeen (17) pages, and Attachment A, Scope of Work, consisting of six (6) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control. The representations and warranties expressly set forth in this Contract are the sole representations and warranties of the parties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, all of which are expressly disclaimed.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Council and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be

effective only after it is reduced to writing and executed by all parties to this Contract.

- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Contractor shall release, indemnify and hold harmless the State, the Council, and their officers, agents, and employees from any and all third party claims and suits (including all liabilities, court awards, damages, costs, attorneys' fees, and expenses related thereto) arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the grossly negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's gross negligence or other tortious conduct. The Council shall consult with the Contractor with respect to the defense, settlement or compromise of any claim relating to the foregoing indemnification obligation.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming or the Council for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Council or to incur any obligation of any kind on behalf of the State of Wyoming or the Council. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.

- Q. Notice of Sale or Transfer.** The Contractor shall provide the Council with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful and not in violation of any non-disclosure or similar obligation, in advance of the transaction. If the Council determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Council may, at its discretion, terminate or renegotiate this Contract.
- R. Ownership and Return of Documents and Information.** For purposes of clarification, this paragraph shall not apply to SmartFabric Data. Council is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of this Contract, for any reason, Contractor agrees to return all such original and derivative information and documents to the Council in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Council's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Council-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- S. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor, or its subcontractors will violate any such restriction. Provided that the Council uses the services and deliverables in accordance with the terms of this Contract (including without limitation use solely for the Broadband Purpose), the Contractor shall defend and indemnify the Council for any claim by a third party that the services or deliverables provided hereunder infringe such third-party's patent, trademark, copyright, license, or other restrictions. If the event of any such third party claim, the Council shall promptly notify the Contractor, shall give the Contractor reasonable cooperation, information, and assistance in connection with such claim, and consents to the Contractor's control, in consultation with the Wyoming Attorney General's Office, with respect to the defense, settlement or compromise of the claim. The Contractor will not be obligated under this Section to the extent the infringement results from: (i) any data, information or other materials provided by the Council or any of its agents; (ii) modifications that the Council or any party not authorized by the Contractor makes to the deliverables; or (iii) use of the deliverables not in accordance with this Contract. If any service or deliverable hereunder is likely to or does become the subject of a claim of infringement of a third-party's patent, trademark, copyright, license, or other restrictions, then the Contractor may, at its option, procure for the Council the right to continue using the alleged infringing service or deliverable, or modify the service

or deliverable so that it becomes non-infringing. If none of the above options can be accomplished, either party may terminate this Contract upon thirty (30) days written notice to the other party.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**U. Insurance Requirements.**

- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against the Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor shall provide Certificates of Insurance to the Council verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Council. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Council may, at the Council’s option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Council may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Council reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

**V. Insurance Coverage.** The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

(i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence;
- (b) \$1,000,000.00 personal injury and advertising injury;
- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

(ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Council with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

- (iii) **Unemployment Insurance.** The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Council with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- W. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- X. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Council expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor or a Third Party, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in this Contract, or in any attachments or documents incorporated by reference, including any third party terms provided by URL, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- Y. Taxes.** Fees do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including sales, value-added, good and services, use or withholding taxes (collectively, "Taxes"). The Council is solely responsible for paying all Taxes which may be levied as a result of this Contract and the transactions contemplated hereby (excluding taxes based on the Contractor's net income or property) unless the Council provides the Contractor with a valid tax exemption certificate authorized by the appropriate taxing authority.
- Z. Termination of Contract.** This Contract may be terminated, without cause, by the Council upon thirty (30) days written notice. In the event of any such termination, (i) there shall be no refund, rebate, or credits for fees paid by

the Council or due for payment by the Council in any Contract year prior to the Contract year in which such termination occurs, (ii) there shall be no refund, rebate or credits for fees paid by the Council or due for payment by the Council in the Contract year in which such termination occurs. This Contract may be terminated by the Council immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract, and in such case, the foregoing sentence precluding refunds shall not apply.

- AA. Third-Party Beneficiary Rights.** Except as expressly provided herein, the parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- BB. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- CC. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.
- GG. Liability Limitation.** Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages even if Contractor has previously been advised of the possibility of such damages, and Contractor's liability for damages is limited to direct damages and further to no more than the amount paid by Council to Contractor under this Contract.

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9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

**COUNCIL:**

Wyoming Business Council

\_\_\_\_\_  
Joshua J. Dorrell, Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brandon Marshall, Services Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

LIGHTBOX PARENT, L.P.

\_\_\_\_\_  
Paul M. Vogt, VP, General Counsel & Secretary

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Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

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Madison Barber, Assistant Attorney General

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Date





# STRATEGY COMMITTEE REPORT

**CONTRACT BETWEEN  
WYOMING BUSINESS COUNCIL  
AND  
WAREHOUSE TWENTY ONE, INC.**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 W 15<sup>th</sup> Street, Cheyenne, Wyoming 82002, and Warehouse Twenty One, Inc. (Contractor), whose address is: PO BOX 2418, Cheyenne, Wyoming 82003.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide graphic design support and content creation.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date) through June 30, 2026. All services shall be completed during this term.
4. **Payment.**
  - A. The Council agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed two hundred fifty thousand dollars (\$250,000.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
  - B. No payment shall be made for work performed outside the Performance Period of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Council.
  - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to perform the following duties related to graphic design and content creation:
  - A. Provide general collateral development and updates. Update existing templates and develop newly branded templates and other assets, including, but not limited to: business cards, press releases, letterhead, PDF's and swag.
  - B. Provide the design and layout of Comprehensive Economic Development Strategy (CEDS) report based on Council brand standards. Develop a digital version and web-based platform.

- C. Update a variety of existing Council documents, reports, profiles, and trade show assets. Create and/or update wind and outdoor industry maps. Develop strategic marketing and additional collateral for recruitment and marketing services.
  - D. Develop strategic marketing and additional collateral, including, but not limited to: workshop fliers, videos, tutorials, program reports, community reporting templates, Main Street master handbook, and grant resources.
  - E. Develop standard brand strategy and outreach plan for Council startup services including asset planning, design, and creation.
  - F. Engage in client discovery with Council team to help with employment branding. Design key assets including redesigning Council document Driver's Manual, miscellaneous templates, and other assets.
  - G. Provide miscellaneous and ongoing design support as needed.
6. **Responsibilities of Council.** The Council agrees to:
- A. Pay Contractor in accordance with Section 4 above.
7. **General Provisions.**
- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
  - B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
  - C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Council.
  - D. **Audit and Access to Records.** The Council and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

- E. Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Council may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Council in all such cases.
- G. Certificate of Good Standing.** The Contractor shall provide to the Council a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Council for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Council within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Council.
- J. Entirety of Contract.** This Contract, consisting of ten (10) pages; represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

- L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Council, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Council or to incur any obligation of any kind on behalf of the State of Wyoming or the Council. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- P. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- R. Notice of Sale or Transfer.** The Contractor shall provide the Council with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Council determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Council may, at its discretion, terminate or renegotiate the Contract.
- S. Ownership and Return of Documents and Information.** Council is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Council in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Council's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Council-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- T. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- V. Insurance Requirements.**
- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor shall provide Certificates of Insurance to the Council verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Council. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Council may, at the Council's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Council may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Council reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

**W. Insurance Coverage.** The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
  - (a) \$1,000,000.00 each occurrence;
  - (b) \$1,000,000.00 personal injury and advertising injury;
  - (c) \$2,000,000.00 general aggregate; and
  - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Council with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

- (iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Council with a Certificate of Good Standing or other proof of unemployment insurance coverage.

- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

- (v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Contractor's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence; and
- (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.



- X. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Council as the sponsoring Agency and shall not be released without prior written approval from the Council.
- Y. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Z. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- AA. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- BB. Termination of Contract.** This Contract may be terminated, without cause, by the Council upon thirty (30) days written notice. This Contract may be terminated by the Council immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- CC. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- DD. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- EE. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

**FF. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**GG. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

**COUNCIL:**  
Wyoming Business Council

\_\_\_\_\_  
Amy L. Grenfell, Chief Operating Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarah Fitzgerald, Chief Strategy Officer

\_\_\_\_\_  
Date

**CONTRACTOR:**  
Warehouse Twenty One, Inc.

\_\_\_\_\_  
Dave Teubner, CEO/Owner

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #241962  
\_\_\_\_\_  
Madison Barber, Assistant Attorney General

\_\_\_\_\_  
7.22.24  
Date



# INVESTMENTS COMMITTEE

**AMENDMENT ONE TO THE CONTRACT BETWEEN  
WYOMING BUSINESS COUNCIL  
AND  
MARKEE ESCROW SERVICES, INC.**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Business Council (Council), whose address is: 214 W 15<sup>th</sup> St, Cheyenne, WY 82002 and Markee Escrow Services, Inc. (Contractor), whose address is: 525 Randall Ave, Cheyenne WY 82001.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Council and the Contractor. The purpose of this Amendment is to: a) amend the General Provisions of the Contract by adding Conflict of Interest clause.

The original Contract, dated June 3, 2024, required the Contractor to administer the; Partnership Challenge Loan Program, Business Ready Community Loans, Wyoming Main Street Loan Participations, Natural Gas Fueling Infrastructure Loans, and the loan programs previously known as the Amendment IV Loan Program, along with any other current or potential new loan programs. for a total Contract amount of one hundred fifty thousand dollars (\$150,000.00) with an expiration date of June 30, 2026.

3. **Term of the Amendment.** This Amendment shall commence on August 15, 2024, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.
4. **Amended Responsibilities of the Contractor.** Responsibilities of the Contractor are hereby amended as follows:

- A. Section 7 of the original Contract is hereby amended to add Subsection HH, which reads as follows:

“**HH.** (i). Contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to the Agency or a disclosure which may adversely affect the interests of the Agency. Contractor shall notify the Agency of any potential or actual conflicts of interest arising during the course of the Contractor’s performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of this Contract will be subject to a mutual settlement of accounts. In the event this Contract is terminated under this provision, the Contractor shall take steps to ensure that all files, evidence, evaluations, and data are provided to the Agency or its designee. This provision does not prohibit or affect the Contractor’s ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.”

5. **Amended Responsibilities of the Council.** Responsibilities of the Council have not changed.

6. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Council and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council. The Contractor’s failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Council within five (5) business days shall be considered a material breach and may result in immediate termination of the original Contract by the Council.

7. **General Provisions.**

A. **Entirety of Contract.** The original Contract, consisting of eleven (11) pages; and this Amendment One, consisting of three (3) pages; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**COUNCIL:**

Wyoming Business Council

\_\_\_\_\_  
Amy L. Grenfell, Chief Operating Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bert Adam, Investments Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

Markee Escrow Services, Inc.

\_\_\_\_\_  
TBD

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Madison Barber, Assistant Attorney General

\_\_\_\_\_  
Date



## Credit Memorandum

**Applicant:** Little Horn State Bank (Sheridan, WY)  
**Client:** BH, Inc dba Britz & Company  
1858 Coffeen Avenue  
Sheridan, WY 82801  
**Date:** July 31, 2024  
**Purpose:** Business 50/50 Loan for Large Equipment Purchase

### Proposal:

Little Horn State Bank, located in Sheridan, WY has requested the Wyoming Business Council (WBC) to participate under the “50/50 Financing” provision of the Wyoming Partnership Challenge Loan program to provide a term loan to Britz & Company. William and Tamera Britz, owners and operators, are in the process of relocating all their operations to Sheridan, Wyoming. The proposed loan would be used for the long-term financing on the purchase of a new Trumpf Tube Laser CNC machine. The Loan will be backed by the equipment and personal guarantees of the Britz’s. WBC’s participation will be five hundred thousand dollars (\$500,000) or 50% of the final total loan.

	<b>Request</b>
<b>Total Loan</b>	\$1,000,000.00
<b>WBC Portion</b>	<b>\$500,000 (50%)</b>
<b>Amount Refinanced</b>	\$0
<b>Collateral</b>	Equipment: \$1,200,000 (83.3% LTV)
<b>Loan Fee</b>	\$5,000.00 (1%)
<b>WBC Interest Rate</b>	5.25%
<b>Adjustment Time</b>	Fixed
<b>Blended Interest Rate</b>	6.60%
<b>Loan Term</b>	7 Years Fully Amortized
<b>Payment Frequency</b>	Monthly
<b>Guarantor</b>	William & Tamera Britz

### Project:

Britz & Company was founded in Texas in 1991 by William Britz Senior and moved to Wheatland, Wyoming in 1993 and recently relocated to Sheridan, Wyoming. The company designs, develops, manufactures, and installs animal housing systems, environmentally controlled enclosures, and care products for the biomedical research industry. Mr. Britz Sr. retired 20 years ago and turned over operations to his son William Britz Jr. and his wife Tamera. The company has leased a facility in Sheridan, Wyoming and has relocated its manufacturing operations there.



They currently employ 50 employees with 20 of them now in Sheridan. They plan to move all operations to Sheridan within the next two years. The business is currently operated independently as a Wyoming company even though it previously sold 70% of its equity to Techniplast, a family-owned Italian company who similarly manufactures laboratory animal equipment, in October of 2023.

The WBC has been working with Patrick Schilling, Senior Vice President of Little Horn State Bank, to help structure this deal. The lead bank is lending according to their loan policy, the borrower is submitting a down payment, and the WBC is partnering in accordance with the guidelines outlined in the 50/50 Loan program.

### **Cash Flow:**

Based on the historical business and personal financials obtained from the lead bank, Britz & Co. exhibits significant capacity to service the proposed debt with a DSCR of 6.78 assuming the bank's interest amount without the WBC's participation. The cash flow will be stronger/better when the interest rate is blended with the WBC's portion of the loan to 7.08 and will improve the cash flow of the company as they continue to grow and finalize moving all operations to Sheridan. This blended rate will save the company debt service on the monthly payments to Little Horn State Bank in the amount of (approx.) \$655; totaling \$55,005 over life of the loan.

Credit reports were submitted to the WBC from the lead bank and all accounts are current and paying as agreed.

### **Bank Risk Rating:**

The loan is presented as a pass credit with Little Horn State Bank, based on historical cash flow, guarantor support, and limited liabilities.

**The net available balance in the Economic Development Fund is \$13,946,209.**

### **Recommendation:**

**Staff recommends that the Board of Directors of the Wyoming Business Council approve the loan participation in the amount of \$500,000.00 (five hundred thousand dollars and 00/100 cents) as presented in this Credit Memorandum. This participation will be with Little Horn State Bank in Sheridan, WY as the lead bank. The loan recipient will be BH, Inc dba Britz and Company.**

Respectfully submitted,  
John Wendling  
Loan Portfolio Manager

**Attachment 1 – Applicable Statute**

## **Attachment 1**

### **§ 9-12-304. Criteria for loans.**

Any business may apply to the council for financing as defined in W.S. 9-12-301(a) (vi). "Fifty-fifty (50-50) financing program" means the provision of financing for that portion of the total project cost that is calculated by subtracting from the total project cost the sum of the business's debt. The council shall not consider a proposal in which the fifty-fifty (50-50) financing component exceeds fifty percent (50%) of the total project cost or two million five hundred thousand dollars (\$2,500,000.00), whichever is less, and the business does not contribute more than fifteen percent (15%) of the total project cost.